COLLECTIVE BARGAINING CONTRACT

BELKNAP COUNTY NURSING HOME

AND

STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE, INC.
LOCAL 1984
SERVICE EMPLOYEES INTERNATIONAL UNION

FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012

TABLE OF CONTENTS

ARTICLE 1	Recognition	3
ARTICLE 2	Non-Discrimination	4
ARTICLE 3	Employee Rights	4
ARTICLE 4	Management Rights	5
ARTICLE 5	Association Rights	6
ARTICLE 6	Dues Checkoff and Fair Share	6
ARTICLE 7	Overtime and Basic Work Week	8
ARTICLE 8	Holidays	9
ARTICLE 9	Leave Administration	11
ARTICLE 10	Safety and Health	16
ARTICLE 11	Benefits	17
ARTICLE 12	Miscellaneous	19
ARTICLE 13	Grievance Procedure	21
ARTICLE 14	Association Representative	24
ARTICLE 15	Consultation	25
ARTICLE 16	Separability	26
ARTICLE 17	Notices	26
ARTICLE 18	Waiver	27
ARTICLE 19	Promotion, Transfer, Layoff, Seniority	27
ARTICLE 20	Disciplinary Action	29
ARTICLE 21	Compensation	31
ARTICLE 22	Duration and Renegotiation	33

ARTICLE 1
Recognition

1.1 Belknap County recognizes the Association as the exclusive bargaining representative within the context of RSA 273-A, as amended, for all full-time regular employees in the positions of: Licensed Practical Nurse, Licensed Nurses Assistant, Medication Licensed Nurse Assistants, Activities Aide, Restorative Aide, Head Cook, Cook I, Cook II, Dietary Aide, Potwasher, Kitchen Janitor, Dishwasher, Maintenance Supervisor, Maintenance Assistant, Housekeeping Supervisor, Housekeeper, Laundry Supervisor, Laundry Aide, Janitor and Hairdresser.

Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Administrator, Director of Nursing Services, Assistant Director of Nursing, MDS (Minimum Date Set) Coordinator, Staff Development Coordinator, Social Service Director, Business Office Manager, Medical Records Secretary, Accounts Clerk, Receptionist, Receptionists – "Nursing Units" Purchasing Coordinator, Activities Director, Environmental Services Director, Dietary Manager, and Registered Nurses, all Department Heads, all other supervisors, professional and confidential employees, persons in a temporary status, employed seasonally, irregularly or on call, and all other employees of Belknap County.

It is agreed by the parties that initial employment will be for a probationary period of twelve (12) months from the date of hire. During this time, Management will evaluate the Employee and have the right to terminate without advance notice. In such instances, the provisions of Article 13 will not apply.

1.2 It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised States Annotated or other law shall in no way be abridged or limited by any of the provisions of this Agreement, and to the extent that any provision of this Agreement is inconsistent with any such law, the provision(s) of law shall prevail.

1.3 As used in this agreement, Association means the State organization of the State Employees Association of New Hampshire, Inc. and the County shall not bargain or enter into agreements with any committee chapter or district organization of the Association in matters covered by this agreement unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

ARTICLE 2
Non-Discrimination

2. 1. The County and the Association agree not to discriminate against any employee covered by this agreement in conditions of employment in order to discourage or encourage membership in or legitimate activity on behalf of the members of this bargaining unit.

2.2. The Association acknowledges its responsibilities as the exclusive bargaining agent within the meaning of RSA 273-A, as amended, and shall represent all employees in the bargaining unit without discrimination, interference or coercion.

2.3. The provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, pregnancy, race, color, creed, national origin, citizenship, political affiliation, religion, or disability or any other legally protected category. All such claims under this section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims of complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

ARTICLE 3
Employee Rights

3.1 The County recognizes that full time employees within the bargaining unit are entitled to the exercise of their rights granted pursuant to RSA 273-A, as amended, and regulations adopted pursuant thereto.

3.2 The Association shall provide copies of this agreement to all full time employees within the bargaining unit employed as of the effective date of this agreement. The County shall provide access through the County's Intranet to copies of this agreement to all full time employees hired after the effective date of this agreement.

ARTICLE 4
Management Rights

4.1 The management and the conduct of the business of the County and the direction of the working force are the rights of the County. The County shall have the right, to hire and layoff employees; to classify, assign, transfer and promote; to discipline or discharge them for cause; and in general to maintain discipline, order and efficiency in the County. The County reserves the right to publish and enforce reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of the business of the County and to direct the work force during the work day as the County Commissioners and/or their designated agents may in their sole discretion deem reasonable and necessary provided the same are not inconsistent with the terms of this agreement.

4.2 It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically enumerated herein. The County shall retain all rights and authority exercised prior to the execution of this Agreement, except as modified in this Agreement. The County not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5
Association Rights

5.1 Chapter 56, Belknap County Nursing Home, or committees of the Chapter shall be allowed the use of adequate space for meetings when such facilities are available and when such meetings would not conflict with the business of the County subject to the following:

5.1.1 A request for the use of the meeting rooms at the Belknap County Complex shall be made, following the appropriate County process, no less than 24 hours in advance of the proposed meeting. The County agrees to keep the Union informed of any changes in the process associated with requesting the use of conference room space.

5.2 Staff representatives of the Association shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment. Such visitations during work hours shall be conducted during lunch and/or coffee breaks.

5.3 The Association shall have reasonable access to existing bulletin boards for posting notices relating to Association organizational and administrative activities. The Association shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Association activity. The Association shall not post Association notices at any other locations other than the bulletin boards approved for Association use.

5.4 The County shall within thirty (30) days after the effective date of this agreement make available to the Association an alphabetical listing of the names and addresses of the full time employees in the bargaining unit. Upon the request of the Association the County shall update said list and make the updated list available to the Association, but not more than once every six (6) months.

ARTICLE 6
Dues Check off and Fair Share

6.1 The County shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association who has heretofore submitted or who shall hereafter submit to the County an individual written authorization for such deduction.

6.2 In the event the Association members elect to change the Association dues, the Association shall notify the County of such change and such change shall be certified by the Treasurer or authorized officer of the Association. The County will implement such certified change in the Association dues deduction within five pay periods of the receipt of notice of such change.

6.3 The obligation of the County to deduct Association dues shall cease to exist in the event that the number of full time employees requesting said deduction decreases to less than 25 percent of the number of employees within the bargaining unit. In addition with respect to any individual employee's Association dues deduction, the County's obligation shall cease in the event that the employee's earnings after other legal and required deductions are made is insufficient to cover the amount of the appropriated Association dues or in the event an employee goes on a non-pay status for an entire pay period.

6.4 Each bargaining unit employee who upon the execution of this agreement is a member of the Association shall be permitted to terminate their membership at any time within fifteen (15) days of their anniversary date commencing with the members' anniversary of employment. Unless terminated as above, all employees who are members on the effective date of this agreement and all employees who join the Association shall retain their membership for the duration of this agreement. New employees during the term of this agreement shall not be required to join the Association but may join if they so elect. An individual who is not a member of the Association who requests services of the Association in grievance representation shall be charged the full fair cost to the Association of such non-member representation. Fee schedules will be adopted annually and posted by the Association.

6.5 The Association agrees to indemnify and to hold the County harmless from any claim against it arising from any dispute involving such dues deduction.

ARTICLE 7
Overtime and Basic Work Week

7.1 Overtime is authorized hours worked in excess of forty (40) hours in a workweek.

7 1.1 All overtime work performed shall be compensated at the rate of time and one half the employee's regular rate of pay.

7.2 No employee shall be relieved of duty during the regular shift hours in the employee's basic work week in order to compensate or offset overtime hours worked unless:

7.2.1 The employee agrees to being relieved of duty or,

7.2.2 It is in the interest of the employee, the County or the general public to relieve the employee of duty because of health, safety, or availability of funding.

7.3 The County shall give as much notice as is practical when overtime will be worked.

7.3.1 To the extent possible, overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference given to those employees currently assigned to the work section in which the overtime is to be worked.

7.3.2 Subject to the provisions of 7.3.1 above, all overtime assignments shall be on a voluntary basis provided, however, if the number of volunteers is not sufficient to carry out the transaction of business, the County shall exercise its discretion to make work and shift assignments.

7.4 Any full time employee called back to work after leaving the work premises shall be guaranteed a minimum of two (2) hours of pay at the rate of time and one-half the employee's regular hourly rate unless the callback is contiguous to the beginning of the employees work shift or previously scheduled in advance.

7.5 In addition to time actually worked, all time paid for annual, sick and funeral leave but not actually worked shall also be considered to be time worked for the purposes of computing overtime, except sick leave for which there is notice of less than five (5) work days.

7.7 The basic work week for unit employees will be forty (40) hours per week.

7.8 The current schedules for unit personnel shall remain in effect during the term of this agreement and can be changed with a two week notice given to employees.

7.9 No reduction shall be made from the basic work day for rest periods of fifteen (15) minutes in every four (4) hours working time or major fraction thereof; during such rest period the employee shall remain on duty and be available in the event of an emergency. Such rest periods shall be taken insofar as practical in the middle of such working time subject however to the scheduling needs as established by the County.

7.10 Only the employee may punch the employee's time card (or other time entry system). An employee who fails to punch in or out shall complete and sign a separate log showing the specific time they arrived or departed. Failure to punch in or out may subject an employee to disciplinary action.

ARTICLE 8
Holidays

8.1 The following and any other days designated by the County Commissioners are the official holidays for the term of this agreement:

New Year's Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas

8.1.1 In addition to the authorized days in 8.1, each employee shall accrue one floating holiday per calendar year in lieu of MLK/Civil Rights Day. The MLK/Civil Rights Day floating holiday shall accrue on January 1 of each year for use on MLK/Civil Rights Day or for use at any other time during the calendar year. Only those employed on January 1st of the current year are eligible. Requests for and the granting of, this floating holiday shall conform to the pertinent requirements and standards set forth in Section 9.1 (Annual Leave). Floating Holidays not used during the calendar year shall lapse.

8.2 Holiday pay shall be paid to all employees according to the following sub-sections. Notwithstanding the following subsections, employees who are on sick leave on the last regularly scheduled work day preceding the holiday, who are sick on the holiday or the first regularly scheduled work day following the holiday for which there was less than five (5) work days advanced notice shall not be eligible for holiday pay.

8.2.1 Holiday pay will be paid at the employee's regular rate (base) for one (1) day's pay.

8.2.2 An employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be paid an additional day's pay at the employee's regular rate.

8.2.3 When an employee is regularly scheduled to work on a holiday the employee shall receive holiday pay and in addition shall be paid at the rate of straight time for hours actually worked on the holiday.

8.3 When the holiday falls while an employee is on approved paid leave, the holiday will not be charged against the employee's leave.

8.4 For all full time employees who work a Monday through Friday schedule, holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.

8.5 For employees who work other than a Monday through Friday schedule the calendar holiday will be observed as the holiday.

8.6 When a shift bridges two (2) calendar days, one of which is a holiday, the shift that begins on the calendar holiday will be recognized as the holiday shift.

ARTICLE 9
Leave Administration

9.1 Annual Leave:

9.1.1 Unit employees regularly employed on a forty (40) hour per week work week or a work schedule, which regularly averages forty (40) hours per week, shall be entitled to annual leave with full pay on the basis of the following schedule:

Years Service	Accrued Per Month	Days Per Year	Maximum Accumulation
0 - 10	1 ¼ days	15	30 days
11-20	1 2/3 days	20	40 days
20+	**2 days**	**24**	**40 days**

9.1.2 Every full time employee with sufficient accrued time shall be afforded the opportunity to receive two (2) consecutive weeks of uninterrupted leave if the employee so desires. If the need arises, the County may ask an employee who is on annual leave if the employee

wishes to work during such leave, subject to the provision of Article 7. The decision to accept or refuse such offer shall remain solely with the employee and the decision shall be accepted by the County without prejudice. Leave may be taken in one (1) hour increments. Nothing in this section shall prevent the County from ordering an employee to return to work in the event of a clear and demonstrable emergency, subject to the provision in Article 7.

9.1.3 Annual leave of up to two (2) weeks subject to the needs of the County shall be scheduled on the basis of department seniority. In order to have seniority as a determining factor in the scheduling of annual leave, the employee must notify the supervisor in writing prior to April 1 of the employee's choice of time for annual leave. After April 1, leave shall be assigned on a first come basis subject to the needs of the County as determined by the County.

9.1.4 Employees who have been employed continuously for a period of six (6) months or longer shall be paid for any unused accumulated annual leave. However, employees who do not provide a minimum of a 2 week notice upon resignation or those terminated for disciplinary reasons will not be paid any unused accumulated annual leave. In the event of the death of an employee said sum shall be paid to the employee's estate.

9.1.5 Annual leave accrual begins at the end of the first full month of employment, i.e. an employee who works on 7/3/XX does not accrue annual leave until 8/31/XX) and may not be used until the employee has been employed continuously for a period of at least six (6) months.

9.2. Sick Leave:

9.2.1. Every full time unit employee shall be entitled to sick leave with pay on the basis of the formula given below and computed at the end of each completed month of service:

Days Per Week	Accrued Per Month	Accrued Per Year	Maximum Accumulation
5	1 ¼ days	15	110 days

9.2.2 Sick leave will be paid at the employee's regular rate of pay.

9.2.3 Sick leave may be utilized for absences due to illness, injury, exposure to contagious disease, or quarantine. In order to receive paid sick leave, an employee who is unable to report to work is required to call in each day at least two (2) hours before the beginning of the shift unless the employee is on approved sick leave. **In cases of emergency, it is agreed the two (2) hour notice period may be waived with the approval of the Nursing Home Administrator.** If an employee fails to notify his/her Supervisor of sickness or is a no show for three (3) days when he/she is scheduled to work, the employee will be deemed to have quit and will be terminated immediately.

9.2.4 Sick leave accrual begins at the end of the first full month of employment, i.e. an employee who starts work on 7/3/XX does not earn sick leave until 8/31/XX. Sick leave may be used as earned.

9.2.5 The County may require an employee who takes more than three (3) consecutive days of sick leave to provide the County with a certificate from a licensed healthcare provider certifying said illness, and certifying that said employee is well enough to return to work. The employee shall not be paid for said days if the employee fails to comply with said request. If the County documents an abuse of sick leave, in addition to other permissible disciplinary action, the County may require the employee to obtain a medical certificate from a licensed healthcare provider stating why you were incapacitated from work in the future whenever sick leave is used. Whenever sick leave is taken adjacent to a holiday, vacation, other time off or normal days off, the County may require the employee to furnish an appropriate medical certificate from a licensed healthcare provider stating why you were incapacitated from work. The employee shall not be paid for said days if the employee fails to comply with said request.

9.2.6 Whenever a former employee has been separated from the County by a reduction in force or, for reasons without prejudice but for the convenience of the County and is reinstated within one (1) year, the previously accumulated and unused balance of sick leave allowance not paid shall be returned to the employee's credit.

9.2.7 An employee employed on 1/1 of the current contract year, using four (4) or less days sick leave in any calendar year shall receive a bonus equal to three (3) day's pay at the employees base rate of pay as of the end of the subject calendar year. **Such pay will be included in the first pay period following the end of the calendar year.**

9.2.8 Employees who retire pursuant to the provisions of RSA 100-A shall be paid at their regular rate of pay for **thirty percent (30%)** of their accumulated sick leave to a maximum of **thirty days (30)** of paid sick leave. Otherwise, accumulated sick leave is not payable upon separation of employment.

9.3 Information concerning an employee's accumulated and used leave (sick leave and annual leave) time shall be included on each pay stub. Deductions for used leave shall appear on each pay stub, accrued time shall be added monthly.

9.4 Funeral Leave:

9.4.1 An employee shall be allowed leave at full pay not to exceed three (3) days between the date of death and the date of the funeral or memorial service, inclusive, for a death in the immediate family. For purposes of administering this section, immediate family shall be limited to spouse, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, grandmother, grandfather, and other relatives living within the household.

9.4.2 At the request of the employee and at the discretion of the County up to three (3) days funeral leave may be granted for the death of a ward, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or guardian.

9.4.3 An employee may utilize one (1) day of paid sick leave to attend the funeral of an Aunt, Uncle, Niece or Nephew. The parties agree any leave taken under this provision shall be counted against the employee's sick leave accumulation in accordance with 9.2.7.

9.5 **Family and Medical Leaves of Absence**

The parties agree that the conditions and administration of FMLA will be in accordance with County Policy.

9.6 Leave of Absence Without Pay:

9.6.1 A regular employee upon proper application in writing to and upon approval by the County may be granted a continuous leave of absence without pay for a period not to exceed two (2) months. Leave of absence without pay however will not be granted until the employee's accumulated annual leave has been exhausted. Extensions of leave for additional periods may be granted at the sole discretion of the County but other than in exceptional cases, the total period shall not exceed one (1) year. No annual leave, sick leave or other benefits will be accumulated during any leave of absences without pay. If the employee desires to keep health insurance or any other insurance benefits in force during the leave without pay, the employee must prepay said benefits.

9.7 The County may, with the approval of the County Commissioners, authorize salary payments in whole or part to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvements of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department

Head in writing. Annual leave and sick leave will continue to be accumulated during a leave of absence with pay. The decisions of the County Commissioners are final and not subject to the grievance procedure.

9.8 **Jury Duty**

An employee shall be given time off without loss of pay or annual leave when performing jury duty. Employees recognize their obligation to return to work when released from Jury Duty for the day. Any compensation paid to the employee by said court shall be surrendered to the County.

Witness Fee

It shall be considered time worked when an employee is subpoenaed to appear before a court, public body, or commission on behalf of the County or when appearing as a witness for the County. Employees performing said services on behalf of the County should be paid for hours worked with a minimum of two (2) hours at straight time. Any compensation paid to the employee by said court, public body, or commission shall be surrendered to the County.

ARTICLE 10
Safety and Health

10.1 It is agreed by the parties that safe working conditions and the performance of assigned tasks by employees in a safe manner are in the best interests of the parties.

10.2 Either party to this agreement may request a meeting with the other party to discuss and review conditions which the requesting party feels are detrimental to health or safety. Upon such a request the other party will cooperate in scheduling a meeting to review the complaint and to discuss possible corrective steps should in fact a problem exist. In the event the parties agree that a health or safety problem exists, they may submit recommendations to the County Commissioners.

10.3. The County agrees to maintain first-aid supplies which shall be located in secure but readily accessible areas. All on the job injuries regardless of seriousness shall be reported to the supervisor.

ARTICLE 11
Benefits

11.1 All full-time employees shall be provided with Health and Hospitalization insurance. The parties agree that the following shall be the employee's weekly contribution to health insurance premiums beginning on July 1, 2012:

HMO	
Single	6.5%
2 Person	5.00%
Family	5.00%

The designated insurance plan to be provided in accordance with this provision shall be the MTB20; RX 10/20/45 or a plan with a similar benefit level. The County and the Association must mutually agree that the benefit levels are substantially similar in advance of any change. The parties further agree that such agreement shall not be unreasonably withheld.

11.1.1 All unit employees who choose not to participate in the County health insurance benefits afforded under this agreement pursuant to Section 11.1 shall receive a payment in the amount of $500.00 (five hundred dollars) for the single plan, $1,000 (one thousand dollars) for the two-person plan or $1,500.00 (fifteen hundred dollars) for the family plan. Such payments shall be prorated on a 52 week basis effective 7/1/12 as follows: Single $9.62; two-person $19.23; family $28.85. The parties agree there will be no loss in the total amounts otherwise due as a result of this transition in 2012.

11.1.1. To qualify for waiver of health insurance participation under 11.2 above, employees must provide the County with evidence of coverage under an alternate health insurance plan.

11.2.2. If an employee chooses to waive participation in the County health insurance plan and subsequently loses health insurance coverage through the alternative plan, the employee will become eligible for the County health insurance on the first of the month following

the loss of coverage. Employees must enroll in the county health insurance plan prior to the first of the month.

11.2.3. In recognition of the need for affirmative efforts to control health insurance premium cost increases, the County shall provide educational information, materials, and/or programs designed to educate employees as to the purpose and proper use of health insurance plans, health care facilities and providers, and their alternatives. The Union agrees to actively encourage review of information and participation in any programs offered hereunder.

11.3 The Parties recognize the responsibility of the County to indemnify its employees from claims against them arising from the performance of their duties. The Parties further agree that the County shall act pursuant to RSA 31:105, 106, and 107 to fulfill such responsibility.

11.4 Employees may request reimbursement from the County for loss of or damage to any personal property as a result of their official duties. The request shall be made to the Commissioners. Upon review of the request the Commissioners may grant or deny reimbursement based upon their determination as to the justification for reimbursement. The decision and award of the Commissioners shall be final and shall not be reviewable nor subject to the grievance procedure of this agreement.

11.5 Any employee who utilizes the employee's private vehicle for business purposes at the request of the employee's supervisor, shall be reimbursed at the IRS rate established as of the first of the year for all miles actually driven. If the IRS reimbursement rate is increased or decreased during the Calendar year the revised rate will only be paid upon approval of the Belknap County Commissioners.

11.6 In the event unit employees are required to contribute to the employee's health insurance per Section 11.1, prior to said contribution the County shall have established a Section 125 plan whereas the Employee contributions shall be paid with pre-tax dollars and administered with said plan. Said plan shall be administered at no cost to bargaining unit

employees. The county, or designee, shall present an initial and continued educational programs for current and new bargaining unit employees, during business hours, to inform all bargaining unit employees of this Section 125 plan, its existence and available options.

ARTICLE 12
Miscellaneous

12.1 An employee has the right to inspect the employee's personnel file upon verbal request.

12.2 Performance evaluations when made will be part of each employee's personnel file.

12.3 Continuing education and training within the employees job classification mandated by state or federal law shall be provided. Additional training deemed reasonable and necessary by the County shall also be provided. In the event that an employee voluntarily resigns the employee's position within one (1) year of receiving training at County expense, such employee shall reimburse the County within one (1) year from the date of resignation for all such costs which are in excess of $650.00 per training program, in accordance with the Reimbursement Agreement signed by the employee prior to receiving training. The following costs shall be considered as reimbursable:

- tuition
- registration fees
- books and materials, if retained by the employee
- travel, lodging and meals expenses
- wages paid by the County to any other employee to the extent that such other employee is employed for the express purpose of replacing and fulfilling the duties of the employee who is participating in training.

The following costs shall be excluded from reimbursement requirements:

- statutorily mandated entry level training for the position

- employer mandated entry level training for the position
- wages and benefits of the employee participating in training
- benefits of any replacement employee as described above
- any costs for which the County receives reimbursement from another source.

Repayment shall be made in twelve (12) equal monthly installments commencing thirty (30) days after the effective date of termination.

12.3.1 If an employee is required by the employer to attend a training session or meeting, held outside that employee's scheduled duty shift, the employee will be paid for the time in accordance with the provisions of Article 7.

12.3.2 If an employee attends a training session or a meeting on a voluntary basis during a scheduled duty shift, the employee will be paid at the employee's regular base rate of pay. If the employee voluntarily attends the training session or meeting while the employee is not on duty, the employee will receive no payment for the training session.

12.4 Necessary expenses incurred by full time employees in attending and directly related to training or educational programs mandated by the County shall be reimbursed in accordance with County policy.

12.5 Unit employees may be allowed the use of existing stoves, refrigerators and toasters when on duty to the extent said use does not interfere with the use of this equipment for resident services.

12.6 The County will continue to provide all unit employees with coffee, tea, cream and sugar. The County will also make a meal available to unit employees for the nominal charge of $2.00 per meal. Each employee will be provided a paid 30 minute meal period within five consecutive hours of the begining of the work period.

12.7 For employees required to wear uniforms, including a specific type of shoes, the county will reimburse them $200.00 (Two hundred dollars) for expenses incurred during the immediate preceding years. Said reimbursement shall be due and payable the first week of the month following each employee's anniversary date for reimbursable expenses incurred during the immediately preceding year. Providing the employee submits itemized receipts that indicate the expense is related to the uniform requirement.

12.8 Position Upgrading and Reclassifications: Requests for reclassification shall be governed by the Belknap County Personnel Policy Manual as revised.

ARTICLE 13

Grievance Procedure

13.1 The purpose of this article is to provide a mutually acceptable procedure for adjusting grievances. A grievance is defined as a dispute, claim or complaint raised by an employee covered by this Agreement involving the meaning, interpretation or application of the express provisions of this Agreement.

13.2 It is intended that the procedure provided herein shall facilitate the resolution of any such grievance at the lowest possible level and the employer and the Association agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any employee and/or the employee's steward from discussing any disputed matter in an informed and informal manner with the employee's immediate supervisor. Such discussions will not however interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

13.3 A steward when requested by an employee may assist the employee in processing a grievance. In so assisting the employee the steward shall be given an opportunity to discuss the matter with the employee and with those employees who may have

information bearing on the matter prior to presenting the grievance. A staff representative or authorized agent of the Association may substitute in the place of or participate in addition to any steward in this procedure.

13.4 Procedure:

13.4.1 **Step #1**: To initiate a grievance, a grievant must submit a statement of the grievance to the grievant's immediate supervisor or in the event the immediate supervisor is the department head, to the department head for formal consideration.
Said grievance must be submitted within ten (10) calendar days after the grievant knew or should have known the act or condition upon which the complaint is based.

All grievances shall be in writing and shall narrowly and specifically identify the alleged action, non-action or condition, for which the grievance is being filed, shall cite the particular contract provision which is alleged to have been violated, the date of the alleged violation, and the specific relief sought.

The immediate supervisor or department head will schedule a hearing within five (5) working days of receipt of the grievance and a decision in writing shall be presented to the grievant within ten (10) working days of the hearing.

13.4.2 **Step #2**: If the grievant is dissatisfied with the decision rendered by the immediate supervisor a written request for a hearing may be submitted to the department head. Said request must be in writing and must be within five (5) working days of the decision of the immediate supervisor in Section 13.4.1 (above).

The department head shall schedule a hearing to be held within five (5) working days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) working days of the hearing.

13.4.3 **Step #3**: If the grievant is dissatisfied with the decision rendered by the department head a written request for a hearing may be submitted to the Nursing Home Administrator.

Said request must be in writing and must be submitted to the Nursing Home Administrator within five (5) working days of the decision of the department head. The Nursing Home Administrator shall schedule a hearing to be held within five (5) working days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) working days of the hearing.

13.4.4 **Step #4**: If the grievant is dissatisfied with the decision rendered by the Nursing Home Administrator a written request for a hearing may be submitted to the County Commissioners.

Said request must be in writing and must be submitted to the Office of the County Commissioners through the County Administrator within five (5) working days of the decision of the administrator.

Upon receipt of said request the Commissioners shall schedule a hearing.

The hearing shall be held within fifteen (15) working days of the receipt of the request and a decision of the Commissioners will be made within ten (10) working days of the hearing.

13.4.5 **Step #5**: If subsequent to the Commissioners' decision the grievant feels that further review is necessary, the matter shall be submitted to arbitration by an arbitrator mutually agreed to or, failing agreement, through the procedures of the N.H. Public Employee Labor Relations Board.

The parties agree that the jurisdiction and authority of the arbitrator and his opinions as expressed will be confined exclusively to the interpretation of this agreement. The

arbitrator will have no authority to add to, subtract from, alter, amend or modify any provision of this agreement or impose on either party any limitation or obligation not specifically provided for under the terms of this agreement.

In the event the written decision of an arbitrator resulting from any arbitration of grievances hereunder would result in or require the expenditure by the County of un-appropriated funds or funds not appropriated for the purposes for which the arbitrator's decision would require their expenditure, the decision shall be advisory in nature and shall in no way be binding upon any of the parties hereto or appeal able.

In all other cases the written decision of an arbitrator resulting from any arbitration of the grievances hereunder shall be binding on the parties.

13.5 All time limits herein may be extended by mutual agreement of the County and the employee and/or the Association.

13.6 Nothing in this article shall be construed as an abrogation of the right of an employee to present a grievance without the assistance of a steward. At the request of the employee, the steward shall be excluded from the hearing at step 1; the steward shall be given the opportunity to attend any subsequent hearing.

13.7 As used herein "work days" shall mean weekdays (Monday – Friday) and shall exclude Saturdays, Sundays and holidays listed in 8.1 of this Contract.

ARTICLE 14

Association Representative

14.1 The County agrees to recognize the steward duly authorized by the Association.

14.1.1 There shall be three (3) stewards at the Belknap County Nursing Home, one (1) steward per shift.

14.2 The Association shall furnish the name of the steward to the County and keep the County advised of any changes.

14.3 The County shall authorize a reasonable amount of time during the regular working hours without loss of time or pay to permit the steward to carry out the steward's responsibilities in accordance with the provisions of this agreement. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. The steward before leaving the steward's assigned work area to transact appropriate Association business shall first obtain the consent (which consent shall not be unreasonably withheld) of the steward's immediate supervisor. Upon entering work area other than the steward's own, the steward shall first advise the appropriate supervisor of the steward's presence and specify the name(s) of the employee(s) to be contacted.

14.4 The County agrees to authorize one day off in any one calendar year without loss of time or pay for each steward to enable the steward to attend Association training programs. The Association shall notify the County no less than twenty (20) days in advance of such proposed training programs.

ARTICLE 15

Consultation

15.1 It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties.

15.2 The parties recognize their mutual obligation to conscientiously seek satisfactory solutions to problems arising out of the employment relationship.

15.3 Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.

15.4 A mutually agreeable meeting date shall be established provided that such date shall be within twenty working days of receipt of the written notice. This time limit may be extended by agreement of the parties.

15.5 At such meeting, each party shall be entitled to have present not more than four representatives unless additional representatives are permitted by prior agreement.

ARTICLE 16

Separability

16.1 In the event that any provision of this agreement at any time after execution shall be declared invalid by any court of competent jurisdiction, or abrogated by law, such decision shall not invalidate the entire agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 17

Notices

17.1 Whenever a written legal notice is required to be given by the County to the Association, such notice shall be given to the State organization of the State Employees Association of New Hampshire, Inc. with offices in Concord, New Hampshire.

17.2 Whenever written legal notice is required to be given by the Association to the County, such notice shall be given to the County Administrator & Human Resources Director with a copy to the Department Head of the respective Unit involved.

ARTICLE 18

Waiver

18.1 Waiver by either party of the other's nonperformance or violation of any term or condition of this agreement shall not constitute a waiver of any other nonperformance or violation of any other term or condition of this agreement, or of the same nonperformance or violation in the future.

ARTICLE 19

Promotion. Transfer. Layoff. Seniority

19.1 The parties agree that each full time employee in the bargaining unit should be provided with an equal opportunity for advancement.

19.2 Whenever in the discretion of the County it is in the best interests of, the County and is reasonable, a bargaining unit vacancy may be filled by the promotion of an employee from within the Department. In considering the promotion of an employee within the Department, the County shall consider among other things, the employee's qualifications, seniority, capacity for the position and demonstrated ability as compared to other applicants.

19.3 Any employee who meets the minimum qualifications of a position to be filled may submit an application for that position. The County shall screen all applicants and interview the applicant or applicants deemed most qualified for the position. The County will post all openings and opportunities for promotion or transfer, in conspicuous places for a period of at least one (1) week.

The posted positions shall generally contain, among other information, the following:

Title of Job	Shift
Department	Date of Posting

Scheduled Weekly Hours	Date of Closing
Salary Range	Position Description

19.4 Layoffs:

19.4.1. When the County lays off an employee in the unit by reason of abolition of a position, such lay off shall not be considered to reflect discredit on the service of the employee.

19.4.2 The County shall give written notice to the employee affected by any proposed lay off at least fourteen (14) calendar days before the effective date of the lay off.

19.4.3 In the event of a lay off, the County will normally lay off according to seniority, beginning with the employee with the least seniority in each job classification to be affected. However, in the event a layoff occurs and it is not accomplished according to seniority, the justification, or lack thereof, for not following the "normal" layoff procedures according to seniority will be subject to the grievance arbitration provisions of this contract.

19.4.4 After a lay off, in the event the positions are reopened within one (1) year, the County agrees to recall in writing all available laid off employees first according to classification and seniority.

19.5 Seniority shall be defined as an employee's length of continuous service with the County since the employee's last hiring date, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the most recent entrance into County service. Should the break in service be due to a reduction in force, prior seniority will be retained only upon re-entrance into the County service in the same or a promoted position. The period of a leave of absence with or without pay shall not be included in the determination of seniority and

such leave of absence shall not be considered a voluntary interruption or break in service for purposes of this section.

ARTICLE 20

Disciplinary Action

20.1 The parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly the administration will endeavor to:

(a) Act to impose discipline within a reasonable time of the offense;

(b) Apply discipline with a view toward uniformity and consistency;

(c) Impose a procedure of progressive discipline including the following actions:

1. Oral reprimand;
2. Written reprimands;
3. Suspension without pay;
4. Demotion;
5. Dismissal. (Dismissal will be controlled by and undertaken pursuant to RSA 28:10-a, as amended. It is specifically agreed by the parties that any dismissal pursuant to this section shall not be review able pursuant to the grievance procedure of this contract but will be reviewable only pursuant to the provisions of the review set forth therein).

The parties agree that there will be appropriate cases that will warrant the administration by-passing some of the above progressive disciplinary steps.

20.1.2 Any documentation of oral warnings shall include a narrow and brief statement of the reasons for the oral warning. An oral warning shall not be considered to be a written warning. Oral warnings shall not be grievable higher than the department head.
All written warnings shall be placed in the employee's personnel file at the time they are given. All warnings shall narrowly and specifically identify the alleged action or

nonaction for which the warning is being given. When applicable, they should cite the particular contract provision or published rule or regulation which is alleged to have been violated.

20.2 The parties recognize written warnings may be used as consideration as a basis for further or more severe levels of discipline. Considerations may include, but are not limited to, the nature of the offense, how recent was the last discipline issued and the overall disciplinary and performance record of the employee.

20.3 In addition to the rights set forth in 20.1 above, the administration may suspend an employee without pay for disciplinary reasons for a period not to exceed ten (10) working days. Notice for such suspension setting forth the specific reasons for the action shall be in writing or shall be given orally and confirmed in writing within twenty-four (24) hours of the suspension.

20.4 In addition to the power set forth in 20.1. above, the County may relieve employees from duty to permit the administration to investigate and make inquiries into charges and allegations concerning the employee. This administrative leave with pay may be imposed in addition to any suspension authorized pursuant to above.

20.5 Normally, employees shall not be reprimanded or otherwise disciplined in the presence of other employees or other persons and discipline shall be treated in a confidential manner. It is understood that occasions may arise in which it will be necessary for an employee to be warned or cautioned about an imminent condition or situation which would otherwise occur or fail to occur in the absence of an immediate statement. In such a situation, the employee may be corrected or given direction regardless of the presence of other employees or other persons. Such correction or direction shall be limited to the condition or situation at hand and any follow-up discipline or reprimand shall be conducted as noted above. When disciplined or reprimanded, an employee's direct supervisor or other person(s) directly involved in the disciplinary action may be present.

ARTICLE 21
Compensation

21.1 Effective the first full pay period beginning April 1, 2012, wages for unit employees shall be increased by two percent.

B. In addition to general wage increases provided hereby all employees who are not at the maximum of their pay range shall move upward one step each year on their promotion/demotion date, or original date of hire provided they have attained an overall rating of acceptable or better on their yearly performance evaluation.

21.2 Payroll checks shall contain an itemization of payroll deductions for the pay period and an accounting of FICA and FWT deductions to date for the calendar year.

21.3 The compensation plan for unit employees shall be consistent with the following:

A. No employee shall receive a salary greater than the maximum or less than the minimum for that employee's class.

B. Beginning salary - the minimum rate of pay for a class shall normally be paid upon appointment to the class. However, subject to the approval of the Commissioners when such approval is required, original appointment at a salary above the minimum rate may be paid whenever such action is in the best interests of the County as determined by the County.

C. Re-employment - if a former employee is re-employed within a period of one (1) year in a class in which the person was previously employed, the County shall make an appointment at the same or higher rate of pay that the employee had been receiving at the termination of the former employee's prior service, provided that said former

employee had been employed continuously for five (5) or more years prior to the former employee's last termination from County employment.

D. Demotion - an employee who is demoted to a lower class for which the employee is qualified, shall be employed at the step in the employee's lower salary range appropriate for the employee's length of service.

E. Promotion - when an employee is promoted the employee shall normally be paid at the minimum rate of the new class. If said minimum is less than or the same as the former rate, the employee shall be paid at the next full step above the employee's former rate.

F. Temporary promotion - an employee who receives a formal temporary promotion shall be paid at a rate commensurate with his temporary promotion after serving in the higher position for one full work day. For the purpose of this section, a "formal temporary promotion" shall exist when an employee is directed by the County to assume the duties and responsibilities of a higher position, provided such duties and responsibilities are not also included within the employee's normal position, subject to the availability of funding.

21.4 Employees who have completed ten (10) years of continuous service shall be paid in addition to their normal salary, the sum of $350.00 annually; fifteen (15) years of continuous service shall be paid four hundred and fifty dollars ($450.00) annually; twenty years (20) of continuous service five hundred and fifty dollars ($550.00) annually and twenty five and above of continuous service six hundred and fifty dollars ($650.00) annually. The amount will be paid with the first pay period in December of each year.

21.5 **A shift differential will be paid to nursing staff employees on the following basis:**

<u>Weekdays</u>

2nd (3 pm – 11 pm) $1.75

3rd (11 pm – 7 am)	**$1.85**

Weekend

1st (7 am – 3 pm)	**$1.85**
2nd (3 pm – 11 pm)	**$2.00**
3RD (11 pm – 7 am)	**$2.10**

Regular shifts for all other staff shall generally occur between the hours of 7 AM and 5 PM. The nursing staff shift differentials shall only be paid for all other staff for regular shift schedules that begin or end more than 4 hours into the shift for which the above differentials would apply.

With respect to both shift differentials and weekend differentials, the differential will only be paid for hours actually worked on the shift and/or weekend. Individuals must work more than 50% of the hours scheduled within a particular shift to be eligible to receive the differential.

Employees covered under the terms of this collective bargaining agreement as of the execution date shall be "grandfathered" in accordance with the shift differentials in effect under the agreement ending 12/31/11 as identified in Exhibit A.

ARTICLE 22
Duration and Renegotiation

22.1 This Agreement as executed by the Parties shall remain in full force and effect ending at 11:59 p.m. on December 31, **2012.**

22.2 Renegotiation of this Agreement will be effected by written notification by one party to the other not earlier than **August 1, 2012** negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed this Agreement on this 4th day of April, 2012

For the County:

Edward D. Philpot Jr., Commissioner

John H. Thomas, Commissioner

Stephen H. Nedeau, Commissioner

For the Association:

Anna-Marie Welch
SEA Negotiator

Jennie Paquin
Unit Representative

Amedee Nedeau
Unit Representative

EXHIBIT A

The following shift differential will be paid to "Grandfathered" employees who were employed and covered under the terms and conditions of the collective bargaining contract immediately preceding this agreement:

Weekdays

2nd (3 pm – 11 pm) $2.10
3rd (11 pm – 7 am) $3.10

Weekend

1st (7 am – 3 pm) $2.10
2nd (3 pm – 11 pm) $4.10
3RD (11 pm – 7 am) $5.10

With respect to both shift differentials and weekend differentials, the differential will only be paid for hours actually worked on the shift and/or weekend.

Memorandum of Agreement

BETWEEN BELKNAP COUNTY
AND
CHAPTER 56 OF THE STATE EMPLOYEES ASSOCIATION

CONCERNING NHRS SPIKING

The parties agree, notwithstanding any other provisions contained within this agreement, the separation benefits paid under this agreement shall not exceed the maximum portion of the separation benefit that would result in the New Hampshire Retirement System (NHRS) assessing Belknap County for "spiking".

The parties agree that no separation payments will be due for which Belknap County is to be assessed a "spiking" charge. The parties agree to allow employees' to redeem leave that would otherwise be due to them under the provisions of the contract terms but for the spiking charge in a manner that does not invoke or trigger the spiking charge (e.g. payment after 121 days following retirement). The parties agree to obtain the written authorization of the New Hampshire Retirement System that the payments will be exempt from AFC and the spiking charge. Further, written confirmation from the New Hampshire Department of Labor documenting lawfulness of the timeliness of the payments will be obtained prior to any payments being due in excess of the spiking charge.

IN WITNESS WHEREOF, the parties hereunto caused their names to be hereunto affixed and to a duplicate hereof by the duly authorized officers, as of the 4th day of April, 2012. Both such copies shall be considered originals.

Witness:

Belknap County
By:

Witness:

The Union
By:

Nursing - Union payscale

Effective: 04/01/2012 - 2.0% Cola

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	$9.49	$9.77	$10.08	$10.38	$10.69	$11.02	$11.33	$11.68	$12.03	$12.38	$12.76	$13.14
Grade 2	$10.61	$10.92	$11.26	$11.60	$11.94	$12.30	$12.68	$13.06	$13.44	$13.84	$14.26	$14.69
Grade 4	$11.72	$12.07	$12.43	$12.80	$13.19	$13.59	$13.99	$14.42	$14.85	$15.29	$15.74	$16.24
Grade 5	$12.07	$12.41	$12.80	$13.18	$13.58	$13.99	$14.41	$14.84	$15.29	$15.74	$16.23	$16.71
Grade 6	$13.03	$13.42	$13.82	$14.24	$14.66	$15.12	$15.57	$16.03	$16.50	$17.00	$17.51	$18.03
Grade 7	$13.89	$14.30	$14.75	$15.19	$15.64	$16.11	$16.58	$17.10	$17.58	$18.14	$18.67	$19.23
Grade 8	$15.65	$16.12	$16.61	$17.11	$17.61	$18.15	$18.68	$19.25	$19.82	$20.42	$21.02	$21.66
Grade 10	$18.84	$19.41	$19.99	$20.58	$21.21	$21.84	$22.49	$23.16	$23.86	$24.58	$25.31	$26.07
Grade 11	$19.81	$20.41	$21.01	$21.64	$22.30	$22.97	$23.64	$24.36	$25.08	$25.85	$26.61	$27.42