MEMORANDUM OF AGREEMENT
MOUNTAIN VIEW NURSING HOME OF CARROLL COUNTY
AND
AFSCME LOCAL #3685

December 2010

1. This agreement is reached for the purpose of modifying Article 17, Bereavement Leave to include "step" relatives.

2. An employee will be entitled to leave at full pay (including regular shift differential), not to exceed three (3) work days for a death in the immediate family. For the purpose of administering the provisions of funeral leave, "step" relatives shall include the following:

Step-Father	Step-Mother
Step-Brother	Step-Sister
Step-Son	Step-Daughter
Step-Grandfather	Step-Grandmother

Step-Grandchild

AGREED:

For the County — Date 4/26/11

For Local #3685 — Date 4/26/11

4/26/11

AGREEMENT

BETWEEN THE

CARROLL COUNTY COMMISSIONERS

FOR THE

MOIJINTAIN VIEW NURSING HOME

AND THE

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

LOCAL 3685 /COUNCIL 93, AFSCME, AFL-CIO

April 1, 2010 Through March 31, 2012

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PREAMBLE

The Carroll County Commissioners and the Mountain View Nursing Home Administrator (hereinafter referred to as the "Employer") and Local 3685 of the American Federation of State, County, and Municipal Employees, AFL—CIO (hereinafter referred to as the "Union") hereby agree as follows:

ARTICLE 1 RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all regular full-time and regular part— time Licensed Practical Nurses, Licensed Nursing Assistants, Physical Therapy Aides, Recreation Aides, Non-certified Aides, Food Service Employees in the classifications of, Dietary Aide, Relief Cook, , Housekeeping and Maintenance employees in the classifications of Housekeeper, Laundry Worker, Floor Maintenance Worker, Maintenance Worker and Clerical Employees in the classification of A/P and Purchasing Clerk and Accounting Clerk. Excluded from recognition or coverage under this agreement are the Administrator, Director of Nursing, Human Services Director, In—Service Director, Director of Food Service, Director of Recreational Therapy, Assistant Director of activities, Director of Maintenance, Maintenance Supervisor and Housekeeping, Registered Nurses, Licensed Practical Nurse Shift Supervisor, Registered Physical Therapist, Cook Supervisors, Nutritional Dietary Assistants, Administrative Secretary, Human Services Secretary, Medical Records Clerk/Secretary to Director of Nursing, Bus Drivers, Hairdresser, all per diem employees and confidential, professional or supervisory employees, secretaries, office clerical staff, temporary employees, probationary employees or persons employed seasonally, irregularly or on call. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those regular full—time employees and regular part-time employees in the job classifications set forth in the first sentence of this Article.

1.2 It is specifically agreed by the parties hereto that any rights, duties or authority existing by virtue of the New Hampshire Revised Statutes 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 For the purpose of this Agreement, regular part—time employees shall be only those employees who, as of January 1st of each year, have worked during the preceding year on a regular and permanent basis and have worked at least 1,040 hours of the entire year immediately preceding January 1st.

1.4 If a regular part-time employee has finished their probationary period (as defined in Article 4) as of January 1st, but has not been employed by the Employer for an entire year, then, whether or not such employee shall be considered a regular part-time employee and covered by this Agreement shall be determined as follows: If such employee has averaged twenty (20) hours of work or more each week for their period of employment prior to January 1st, which average shall be determined by dividing the total number of hours worked during such period by the number of weeks employed by the Employer, then such employee shall be considered a regular—part time employee and covered by this Agreement. If such employee has not averaged twenty (20) hours a week during their period of employment, then the employee shall not be considered a regular part-time employee and shall not be covered by the Agreement.

1.5 All part—time employees who have worked the necessary number of hours to be considered regular part-time employees, as defined above, shall be covered by the terms of this Agreement as of January 1st.

1.6 For purposes of this Agreement, "per diem" employees shall be defined as interim employees used as needed with no guarantee of continued employment.

1.7 An employee who is hired for only a limited period of time to fill a vacant permanent full—time or part—time employee's position, not to exceed one (1) year, shall not be entitled to the terms of this Agreement.

ARTICLE 2 MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of this Agreement, the management of the Mountain View Nursing Home of Carroll County in all its phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management of the Mountain View Nursing Home of Carroll County including, but not limited to: the exercise of all of the rights, responsibilities and prerogatives that are

inherent in the Employer or its agents by virtue of any statues and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of proper rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty for lack of work or funds, the right to decide proper classifications, the right to abolish positions, the right to determine schedules of work, the right to determine the methods, processes and manner of performing work and the general control of all of the operations of the Mountain View Nursing Home of Carroll County in all its phases and details as well as all rights retained by virtue

of, including, but not limited to, New Hampshire RSA Chapter 273—A, and any other provision(s) of the Revised Statutes Annotated or other laws. It is agreed that these enumerations of management rights shall not be deemed to exclude other proper management rights not specifically herein enumerated. It is further specifically agreed that this Article and the exercise of any management rights shall not be subject to any grievance proceeding as hereinafter set forth.

ARTICLE 3 INTERFERENCE WITH OPERATIONS AND LOCKOUTS PROHIBITED

3.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdowns, sanctions, picketing or patrolling of any kind, multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Mountain View Nursing Home of Carroll County or the Carroll County government during the term of this Agreement. The Employer will not lock out any employees during the term of this Agreement. In the event of any such activity set forth above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to any such activity until any and all such activity has ceased.

3.2 Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1. above, the Union shall forthwith disavow any such activity and shall take all lawful means to induce such employee or group of employees to terminate such activity forthwith, including, but not limited to, any and all disciplinary measures which may be taken pursuant to the Union's Constitution and By-Laws as from time to time amended. It is understood that any employee violating this Article shall be subject to immediate discharge.

ARTICLE 4 PROBATIONARY EMPLOYEES

4.1 All newly hired or appointed employees must serve a probationary period of ninety (90) continuous days from the date of hire and such probationary employee shall not be entitled to representation by the Union or covered by any of the terms of this Agreement, including, but not limited to, that which is set forth in Section 4.2.

4.2 Probationary employees may be disciplined, including but not limited to, suspended or terminated for any reason and at any time by the Employer in its sole discretion and neither the employee so disciplined, suspended or terminated, nor the Union shall have recourse to the grievance procedure or the PELRB concerning any such discipline, suspension or termination.

4.3 All employees whose position requires State Certification must be certified and licensured under State law as a condition of continued employment.

4.4 The parties agree that the Employer may extend an employee's probationary period for a time not to exceed an additional ninety (90) days provided written notice of such action is given to the employee prior to the end of that employee's first ninety (90) of employment. During such extension, the provisions of Sections 4.1, 4.2 and 4.3 shall apply.

ARTICLE 5 HOLIDAYS

5.1 The following holidays are recognized by the parties to this

Agreement:

New Year's Day	Columbus Day
Presidents Birthday	Veteran s Day
Civil Rights Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

Employee's Birthday

Employees who work forty (40) hours per week shall be entitled to eleven (11) holidays, employees who work thirty (30) hours per week shall be entitled to nine (9) holidays, and employees who work twenty (20) hours per week shall be entitled to six (6) holidays. Employees receiving less than eleven (11) holidays shall designate, in writing, no later than January l~ of each year, the holidays to be taken by the employee.

5.2 If a non-probationary employee is entitled to a holiday in accordance with Section 5.1 and works on a holiday, or a holiday is on the employee's scheduled day off, the employee shall be eligible to receive a subsequent day off without diminution of salary. Probationary employees are not eligible for holiday pay. The employee will receive holiday pay for the day off only if the employee works the last scheduled day preceding and first scheduled day following the holiday unless that employee's failure to work on either day results from an excused absence. For purposes of this section, "excused absence" shall be defined a illness of self or family supported by a physician's note, bereavement or jury duty. Days off in lieu of the actual holidays shall be scheduled in accordance with the employee's preference and the needs of the department and shall be taken in the month prior, during, or following the month in which the holiday occurs. The County shall provide approval or disapproval of the requests no less than one (1) month in advance of the first days of the scheduled day off and not change the decision thereafter. The operational needs of the Department shall be the determining factor regarding the number of employees allowed leave during the same period. Once days off in lieu of holidays have been approved, no bumping on the basis of seniority shall be permitted.

5.3 When a holiday falls while an employee is on approved vacation or paid leave the holiday will not be charged against the employee's vacation or leave.

5.4 When a regularly scheduled shift bridges two (2) calendar days (i.e. the third shift), one (1) of which is a holiday, it shall be considered a holiday shift if it ends on the holiday.

5.5 Holidays worked will be paid at the regular base rate (including regular shift differential) in effect immediately prior to the holiday, except that if an employee works on Christmas and/or Thanksgiving the rate will be one and one—half (1 1/2) times the said rate for all hours worked.

5.6 Upon at least thirty (30) days written notice prior to a holiday, an employee may choose to receive holiday pay in lieu of a day off, not to exceed a total of five (5) holidays each year.

Management may authorize additional holiday pay in lieu of a day off, when there may be a low staffing pattern.

5.7 Employees who retire or resign after ten (10) years of service with the County shall be paid for all accrued but unused holidays.

ARTICLE 6 VACATION

6.1 employees of the Nursing Home who are covered by this agreement shall be entitled to paid vacation, (including regular shift differential), as follows:

0 through 5 years of service:	80 hours if working an 8 hour shift 84 hours if working a 12 hour shift
6 through 10 years of service:	120 hours if working an 8 hour shift 126 hours if working a 12 hour shift
11 through 15 years of service:	160 hours if working an 8 hour shift 168 hours if working a 12 hour shift
16 plus years of service:	200 hours if working an 8 hour shift 210 hours if working a 12 hour shift

6.2 If due to the Department's inability to schedule an employee's vacation time because of staffing needs an employee is denied vacation time off prior to the employee's anniversary date that employee may request, in writing, within a month after the anniversary date of employment, to be paid for the time not scheduled. Such request must be approved by the Department Head and the Administrator.

6.3 Vacation selection shall be by Department Seniority.

6.4 A vacation selection sign-up sheet shall be posted four times per year on January 1st, April ~ July m, and October 1st.

6.5 The County shall provide approval or disapproval of the vacation requests no less than one (1) month in advance of the first days of the scheduled vacation and not change the decision thereafter. The operational needs of the Department shall be the determining factor regarding the number of employees allowed vacation during the same period. Once vacations have been approved, no bumping on the basis of seniority shall be permitted. During the secondary sign-up, if two requests for the same day(s) are received at the same time, seniority shall prevail.

No vacation leave shall be granted unless the request is made at least sixteen (16) hours prior to the beginning of the shift for which vacation is requested.

6.6. It is agreed that no more than fifty percent (50%) of an employee's accrued vacation may be taken in one (1) day increments.

6.7 Beginning July 1, 2010, Employees who retire or resign after ten (10) years of service with the County shall be paid for all hours accrued but not used up to a total of 280 hours of combined vacation and sick time. In any year in which an employee's combined accrued vacation and sick time exceeds 280 hours, the County shall buy back at year end all such excess time at one hundred (100%) of its hourly value (including regular shift differential).

ARTICLE 7 UNI FORM REQUIREMENTS

7.1 All employees, except business office, social services, administration, and activity staff are required to wear uniforms. Employees shall wear uniforms which are neat, clean and well maintained. Dangling earrings or other jewelry, and long hair shall not be worn if safety is compromised or said items interfere with the employee's ability to work.

7.2 Nursing:

LPN's shall be required to wear either white or colored uniforms, or matching scrub sets, or white pants/skirts/Culottes with solid color or print tops, and white shoes.

LNA's uniform shall consist of white, solid color or print tops, with white pants/skirts/Culottes or matching scrub sets, white shoes and may wear colored stockings.

Housekeeping/Laundry/Physical Therapy

Department personnel shall wear blue pants/Skirts/Culottes and solid color, print or white tops, or blue scrub pants with matching tops.

Dietary

Personnel shall wear white, brown, navy or tan pants/skirts/culottes. Tops may be solid colors or prints. Hairnets to be worn as appropriate.

Maintenance

The County shall provide five (5) sets of uniforms upon initial employment. These shall be replaced on an as-needed basis and returned upon severance of service. These shall be a cotton/ply blend and gray in color.

7.3 The following shall be excluded throughout the facility:

T—shirts; tank tops; mini or short shorts/skirts/culottes painter pants; sweatpants, or all types of jeans , **unless** approved for wearing by the administrator or blue jeans, except on dress down day.

7.4 The County will reimburse bargaining unit members (except maintenance, recreation, business office, administration, and social service employees) for documented expenditures of up to one hundred dollars ($100.00) each year for uniform articles (outer garments only) as required under Section 7.2 above. Should the Study Committee referenced in Section 7.5 below decide upon the proper color scheme and number of scrubs or uniforms and its recommendations are implemented, the uniform reimbursement shall be increased to up to one hundred twenty five dollars ($125.00); otherwise the uniform reimbursement shall remain at up to one hundred dollars ($100.00).

7.5 A Study Committee will be formed by the County and the Union to consider a system of colored uniforms/scrubs to identify departments and/or occupations within the Nursing Home. The Committee will deliberate on the color scheme and on the proper number of uniforms or scrubs necessary to achieve the uniformity desired. In the event the County purchases uniforms/scrubs for employees pursuant to the Committee's recommendations, employees for whom the County purchases uniforms/scrubs will wear the issued uniforms/scrubs and will not be eligible for the uniform allowance in Section 7.4 in the contract year such uniforms/scrubs are issued.

ARTICLE 8 SENIORITY

8.1 Seniority shall be defined as the employees total time of continuous employment at the facility, time worked as a per diem employee shall not be counted towards seniority.

8.2 Probationary employees shall not be covered by this Article until they have completed the initial probationary period and have become either regular full—time or regular part-time employees at which time their seniority shall be computed from their date of original hire by the County. This provision shall not include time worked as a per diem employee.

8.3 In the event of a lay-off or reduction in the work force, such lay—off or reduction shall be governed by performance evaluations within the Department (i.e., the employee with the lowest evaluation shall be laid off first) In the event that the Administrator determines that performance evaluations of two or more employees are equal, the least senior employee shall be laid off first.

8.4 In the event of a recall to work after lay-off or reduction in department personnel employees shall be recalled in accordance with the qualifications necessary in consideration of the appropriate job description and previous performance evaluations within the Department, as determined solely by the County, for available positions in each job classification. In the event that the County determines that employees to be recalled are equally qualified, seniority shall be the governing factor. Notice of recall shall be sent to the laid off employee's last known address as shown on the County's records. The recall notice shall state the time and date on which the employee is to return. A recalled employee shall be given at least seven (7) calendar days notice to report to work. In the event a recall is necessary on less than seven (7) calendar days notice, the County shall call upon the laid off employees in reverse order of their lay-off, either personally or by telephone until an employee who is able to return to work immediately is located. In such event, the employee who is able to return to work immediately will be given a temporary assignment not to exceed seven (7) calendar days and the employees who are otherwise qualified to perform the work immediately will be given notice to report to work at the end of said seven (7) calendar day period. Qualified employees who have been given notice to report to work must, unless confined due to proven illness or injury, make themselves available after the notice has been given or they shall forfeit all recall rights and such seniority status as they have accrued with the County. Recall rights and seniority shall continue for one (1) year after the date of lay—off of the employee. However, should there be no work assignment when the employee does report within the seven (7) calendar days set forth herein then the employee shall retain the employee's seniority status and shall be entitled to another notice of recall.

8.5 An employee's seniority shall be lost for, but not limited to, the following reasons:

a. Discharge, not overturned by an appropriate authority.

b. Voluntary quit, resignation or retirement.

c. Failure to respond to a notice of recall as specified.

d. Remaining on leave of absence for more than twelve (12) consecutive months works without advising the County and giving satisfactory reasons to the County for such absence, or giving a false reason for the leave of absence.

e. Illness or injury not covered by Workers' Compensation resulting in inability to perform the employee's regular work with the County which lasts longer than the approved leave of absence.

f. Workers' Compensation absence that extends beyond six (6) months. County shall not be required to make co-payment on Health and Dental insurance after one hundred eighty (180) consecutive days absence.

ARTICLE 9 DISCIPLINARY PROCEDURE

9.1 All suspensions and discharges shall be stated in writing with the reasons stated and a copy given to the employee and the Union within seven (7) administrative work days after the date of suspension or discharge.

9.2 If the County does not follow Section 9.1 above in the case of suspension, then it shall be deemed that the suspension is without merit.

9.3 Disciplinary action will normally be taken in the following order, but Management reserves the right to suspend or discharge an employee without warning for serious acts of misconduct.

a. Written Warning

b. Suspension Without Pay

c. Discharge

9.4 No employee shall be disciplined, suspended or discharged without just cause. For purposes of this Agreement, "just cause" for discipline, suspension or discharge shall be deemed to be documented misconduct or unsatisfactory performance.

9.5 In the event an employee receives a written warning, suspension, demotion, or other disciplinary action, the employee's personnel file shall be cleared of such discipline after three (3) years from the date of the discipline, provided there are no written warnings, suspensions, demotions or other disciplinary actions during the three (3) year period.

ARTICLE 10 GRIEVANCE PROCEDURE

10.1 For the purpose of this agreement, a grievance is defined as a complaint or claim by an employee or group of employees in the bargaining unit or the union specifying the names of the bargaining unit employees involved, the date(s) of the alleged offense(s) and the specific contract provision(s) involved which arises under and during the term of this agreement. Grievances are limited to matters of interpretation and/or application of specific provisions of this agreement. The following procedure shall be utilized in the handling of grievances:

Step One: The employee involved and the union's steward shall first discuss the grievance with the grievant's immediate supervisor within two (2) workdays of the event giving rise to the grievance or the date the employee, by reasonable diligence, could have been first made aware of the event. The immediate supervisor shall render a decision within two (2) workdays following the discussion. In the matter of a disciplinary action, the grievant and the steward shall present the grievance in writing stating the date of the alleged offense and the nature of the grievance, including contract provisions involved, to the department head, or person so designated, within four (4) workdays from the date of the disciplinary action. The department head, or person so designated, shall have ten (10) work days from receipt of the grievance to render a decision in writing.

Step Two: If the grievant is not satisfied with the disposition of the grievance or if no decision has been rendered within timeframe stipulated in Step One the grievant and the steward shall present the grievance, in writing, stating the date of the alleged offense and the nature of the grievance, including contract provisions involved, to the administrator within four (4) workdays from the date the supervisor was required to render their step one decision. The administrator shall have ten (10) workdays from receipt of the grievance to render the decision in writing.

Step Three: If the grievant is not satisfied with the disposition of the grievance by the administrator or if no decision has been rendered within ten work days the grievant and the steward may file, within five (5) work days from the date of the administrator's decision or the date the administrator was required to render their step two decision, a written grievance with the county commissioners. The county commissioners shall have ten (10) workdays from receipt of the grievance to render a decision in writing.

Step Four: If the union is not satisfied with the disposition of the grievance by the county commissioners or if no decision has been rendered by the county commissioners within ten (10) work days the union may submit a written request, within ten (10) workdays, to the New Hampshire Public Employee Labor Relations board to appoint an arbitrator to resolve said grievance. If the union fails to submit such written request for the appointment of an arbitrator within said ten (10) work days (not including the day of receipt), the grievance shall be deemed waived.

10.2 The decision of the arbitrator shall be final and binding on the parties as to the matter in dispute. Either party may appeal the arbitrator's decision to the Superior Court in accordance with RSA 542.

10.3 The arbitrator shall not have the power to add to, ignore or modify any of the terms and/or conditions of this Agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator's judgment shall not substitute for that of the parties in the exercise of rights granted or retained by this Agreement.

10.4 If the grievance is not reported and/or processed within the time limits set forth above, the matter shall be deemed waived and no further action will be taken with respect to such grievance unless both parties mutually agree to an extension of said time limits.

10.5 The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them who are not County employees.

10.6 For the purpose of the above Grievance Procedure, the phrase "work days" shall mean normal Nursing Home Administrative work days of Monday through Friday, excluding holidays.

10.7 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Nursing Home Administration and have the grievance adjusted without intervention of the Union provided the adjustment is not inconsistent with the terms of this Agreement and the Union is given the complete settlement agreement in writing.

ARTICLE 11. PROMOTIONS AND TRANSFERS

11.1 The County will post job vacancies for positions within this bargaining unit for seven (7) days on the facility's bulletin boards in order to allow present employees the opportunity to apply for the available position(s)

11.2 The job posting shall include department, job title, base rate of pay, job status (temporary, on call or regular) and the number of hours per week.

11.3 The County will post openings for management positions. The final hiring decision for management positions shall be made by the Administrator and the decision shall not be subject to the grievance procedure.

11.4 If an internal candidate and an external candidate are equally qualified, the position will go to the internal candidate.

ARTICLE 12 SICK LEAVE

12.1 Every unit employee shall earn sick leave, (including regular shift differential), as follows:

Eight hours per month, 96 hours per year if working an 8 hour shift
Nine and five eighths (9.58) hours per month, 115 hours per year if working a 12 hour shift

12.2 Sick leave may be utilized for absences due to illness, injury or quarantine of the employee or the employee's immediate family, as defined in Article 17 of this Agreement. Up to three (3) days of sick leave each calendar year may be used to attend to the employee's immediate family. Employees who use sick leave and/or unpaid leave days (except FMLA leave or an approved extended leave of absence) for more than four (4) episodes in a contract year shall receive disciplinary action as follows:

a. Five (5) episodes of sick leave, the employee will receive a verbal warning.

b. Six (6) episodes of sick leave, the employee will receive a written warning.

c. Seven (7) episodes of sick leave, the employee will receive a final written warning.

d. Eight (8) episodes of sick leave, the employee will be terminated.

e. Termination of employment referred to in d., above, is not subject to the grievance and arbitration provisions of this Agreement.

A sick leave episode, for purposes of this section, shall be any absence due to an illness or injury (including family sick leave and unpaid leave) of one (1) of the employee's normal work days, or an absence due to an illness or injury requiring more than one (1) consecutive day of the employee's normal work days. It shall also be counted as one (1) sick leave episode when partial day sick leave absences accumulate to one (1) of the employee's normal work days Said leave shall be deducted from the employee's sick leave. Vacation and Holiday leave shall not be substituted for sick leave.

12.3 Sick leave is earned from the first (1st) day of employment and may be used as earned upon completion of six (6) months service.

12.4 An employee shall be required to furnish a certificate from an attending physician for absences in excess of three (3) consecutive work days. In cases of suspected abuse, the Administrator may require a doctor's certificate before three (3) consecutive days absence.

12.5 Beginning July 1, 2010, employees who retire or resign after ten (10) or more continuous years of service with the County shall be paid for all hours accrued, but not used up to a total of 280 hours of combined vacation and sick time. Beginning on July 1, 2010, in any year in which an employee's combined accrued vacation and sick time exceeds 280 hours, the County shall buy back at year end all such excess time at one hundred (100%) percent of its hourly value (including regular shift differential). An employee will also be eligible for such payment upon termination provided:

a. Employee must be in good standing at the time or termination.

b. Employee has been employed for five (5) or more continuous years.

c. Employee has given a minimum of fourteen (14) days written notice to the employee's supervisor.

This section (12.5) shall not apply to employees selecting the "no benefit" employment status as described in Article 24, Section 24.6.

12.6 In the event of the death of any employee, the employee's estate shall be paid fifty percent (50%) for all sick leave time to the employee's credit in excess of thirty—five (35) days at the employee's regular rate of pay at the time of death.

12.7 All accumulated leave time earned by an employee shall be calculated and a statement thereof inserted with the employee's paycheck at least quarterly.

12.8 The reimbursement described in Section 12.5 and 12.6 shall be made only for sick days accrued after April 1, 1992 (the "Record Date") The County shall maintain records of accrued sick days which shall list separately the sick leave accrued before and after the Record Date. Sick leave taken after the Record Date shall be first deducted from preRecord Date sick day accrual, if any. Once all pre—Record Date accrued sick days have been exhausted, then any sick leave taken shall be deducted from post—Record Date sick day accruals.

ARTICLE 13 PERSONAL LEAVE

13.1 Employees who have sick leave days available may convert up to a maximum of three (3) sick leave days per year to personal leave time. Employees with twenty or more years of services to Mountain View Nursing Home may convert up to a maximum of four (4) sick leave days per year to personal leave time. Personal leave days may not be taken during holidays as defined in Section 5.1.

13.2 Except in cases of emergency, an employee requesting a personal leave day shall give a minimum of twenty-four (24) hours notice to the department.

13.3 An employee taking an unauthorized personal day (defined as less than one hours notice before the start of the scheduled shift) shall be charged with an episode under the provisions of Article 12.2.

ARTICLE 14 MILITARY LEAVE

Any employee who is a member of any reserve component of the United States or of this State shall be granted not more than fifteen (15) days military leave with pay in any one (1) calendar year for the purpose of engaging in military drill, training or other temporary duty under military or naval authority. No earned time, which the employee may have accumulated, shall be lost because of military

leave, provided, however, that upon entrance or extended active duty, an employee shall be paid, if the employee requests, for earned time over the minimum usage in accordance with Article V, Section 5.3c.

Payment shall be upon entrance or extended active duty, not the December payment date stated in Article 5, Section 5.3c. Employee's who enlist, after their initial date of hire with the County, shall be required to request a leave of absence to cover the time necessary for basic training.

ARTICLE 15 FAMILY MEDICAL LEAVE

15.1 Written medical leaves of absence without pay shall be granted by the Administrator for a period not to exceed twelve (12) work weeks in any "rolling" twelve (12) month period. A "rolling" twelve (12) month period is twelve (12) months measured backward from the date leave is used. Medical leaves of absence shall only be granted to full-time regular employees and part— time regular employees, who have worked for the County at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave, for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth or adoption of a child or placement of a foster child in the employee's home. While on medical leave, each employee must keep the department head advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

15.2 During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Department in accordance with the established level of contribution during periods when the employee is on medical leave without pay. While on an unpaid medical leave of absence the employee will be responsible for paying the employee's share of the premium by submitting payment to the business office on or before each regular payday. The County may recover its share of the premiums for maintaining coverage for the employees under such group health plans during the period of leave if

the employee fails to return to work for reasons other than the continuation or onset of a serious health condition entitling the member to leave, or other circumstances beyond the employee's control. Certification of inability to return to work as specified and allowed by this medical leave of absence may be required.

15.3 A medical leave of absence shall not be granted until all of the employee's accumulated vacation

leave and accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) has been taken. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) months period.

15.4 Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal. Employees who use paid leave for twelve (12) or more weeks shall not be entitled to said twelve (12) week unpaid medical leave of absence in addition to the paid leave unless a medical leave of absence is granted in accordance with Section 15.5 of this Article.

15.5 Upon the approval of the Administrator an employee may receive an extension of the medical leave of the absence without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

ARTICLE 16 JURY DUTY

An employee shall be given time off without loss of pay or annual leave when performing jury duty or when subpoenaed to appear before a court, public body or commission on behalf of the County. Any fees paid for such appearances shall be deducted from the regular daily rate of pay.

ARTICLE 17 BEREAVEMENT LEAVE

17.1 An employee is entitled leave at full pay (including regular shift differential), not to exceed three (3) work days for a death in the immediate family. For the purpose of administering the provisions of funeral leave, immediate family shall mean the following:

Husband	Wife
Father	Mother
Brother	Sister
Son	Daughter
Grandfather	Grandmother
Father—in—law	Mother-in-law
Brother—in—law	Sister-in-law
Son-in-law	Daughter-in-law

Grandchild

Ward or member of the family living within the employee's household

An employee is entitled to leave at full pay (including regular shift differential) for up to one (1) workday for the death of the employee's or his/her spouse's Aunt or Uncle.

17.2 Under extenuating circumstances, two (2) additional days with pay may be granted with the written approval of the Administrator.

ARTICLE 18 BULLETIN BOARDS

The County agrees to provide suitable space on bulletin boards at convenient locations for the posting of notices of the Administrator addressed to the employees and for Union announcements, notices, social events and other non—controversial matters addressed to its members. The Union shall confine postings to the designated bulletin boards. The Administrator agrees to locate said bulletin boards as follows: one (1) in Dietary, one (1) in Nurse's Lounge, and one (1) in the central lobby area. No Union notice shall be posted until it has been signed by the President or Secretary of the Union and a copy of said notice has been provided to the Administrator. The bulletin board space shall not be used for controversial matters which include, but are not limited to, advertising, political matters, or any kind of literature other than herein provided.

ARTICLE 19 EMPLOYEE RIGHTS

19.1 The County and the Union agree not to discriminate against any employee covered by this Agreement in conditions of employment in order to discourage or encourage membership in the Union or to discriminate against any employee because the employee has given testimony or taken part in a grievance procedure or proceeding of the Union.

19.2 No employee shall, as a condition of employment, be required to become a member of the Union. The Union agrees that it will not interfere with the rights of any or all non—members employed by the County.

19.3 The County and the Union reaffirm and will maintain the policy not to discriminate against any person because of race, color, national origin, citizenship, religion, sex, marital status, age or disability.

All such claims under this Section shall be processed through the grievance procedure herein before taking action with state or federal agencies.

ARTICLE 20 DUES AND DEDUCTIONS

20.1 Upon individual written authorization by a Union member, covered by this Agreement, and approved by the Union President, the Administrator, through the Administrator's designated agents, agrees to deduct from the pay of each employee, so authorized, the current Union dues or representative fee, as certified to the Administrator by the Treasurer of the Union. Said deductions shall be made each pay period, provided, however, that if any employee has no check coming or the check is not large enough to satisfy the deduction, then, and in that event, no collection will be made from said employee for that pay period. The County shall send the amount so deducted at least one (1) time per month to Frank Sadowski, Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02108, along with a statement indicating who has paid dues and/or representative fees. In no case shall the County attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deductions, the Union agrees to defend and hold the County harmless in any such dispute.

20.2 It is recognized that the negotiations for and administration of the Agreement entails expenses which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Union, such employee will, as a condition of employment by the County, execute an authorization for the deduction of a "representative fee" which shall be a sum equivalent to the membership dues and assessments required to be paid by members of the Union.

20.3 The County agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided in a proper written legal authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the County and the Union. The County agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The deduction process must be at NO COST to the County and all obligations of the County hereunder are contingent on the deduction process being without cost.

ARTICLE 21 STATE RETIREMENT

21.1 Regular employees working thirty-five (35) hours or more per week shall be required to participate in and contribute to the New Hampshire Retirement System.

21.2 Those employees who are currently grandfathered shall continue to enjoy that status.

ARTICLE 22 SAFETY AND HEALTH

22.1 The parties agree that a Joint Loss Management Committee shall be established in the unit comprised of six (6) members ; three (3) appointed by the Union and three (3) appointed by the County. The purpose of this committee is to bring to the attention of the County areas where conditions detrimental to health and/or safety exist and make recommendations for the elimination of same.

22.2 The County agrees to provide adequate and appropriate training and equipment to ensure the safety of Nursing Home employees. Such training may include, but not necessarily be limited to fire safety, CPR, suppression techniques and techniques for dealing with unusual situations which might threaten the life or safety of any resident or employee. The Joint Loss Management Committee shall convene to implement this provision. It is specifically agreed that this Section and the exercise of any of the provisions established in this Section are not subject to the Grievance Procedure~

ARTICLE 23 HOURS OF WORK AND OVERTIME

23.1 For the purposes of this Agreement only, the current shift schedules will not be significantly altered. However, the Administrator reserves the right to assign employees to specific shifts.

23.2 The Administrator shall continue to exercise discretion on the payment of an overtime rate for hours in excess of eight (8) in a work day.

23.3 Employees will be required to report fifteen (15) minutes prior to their shift, and will be provided a thirty (30)—minute duty-free lunch period. Employees who work a full shift will be paid for eight hours (fifteen (15) minutes of the lunch period is unpaid) Employees required by the RN Supervisor or

Department Head to report for duty during the lunch break will be compensated for time worked up to fifteen (15) minutes. Employees are required to remain on County property during the lunch break unless supervisor permission to leave has been granted.

23.4 The parties agree to form a Study Committee to discuss the problems experienced by employees with children in daycare and employees with school-age children during school delays or closings. The Committee shall report its findings and recommendations to the parties' respective negotiating committees as soon as practicable. The recommendations shall not be binding on either party.

ARTICLE 24 EMPLOYMENT

24.1 **Sexual Harassment.**

Carroll County will not tolerate the sexual harassment of any employee, client, resident, inmate, vendor or any other person dealing with the County. Conduct will be considered sexual harassment if:

a. Submission to or rejection of a request for a sexual favor is used as the basis for employment decisions affecting the person who did the submitting or rejecting; or

b. Submission to a request for sexual favors is made either explicitly or implicitly a condition of the individual's initial or continued employment; or

c. Unwelcome sexual advance and other verbal or physical conduct of a sexual nature interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment.

All complaints of sexual harassment should be referred immediately to the employee's supervisor, department head and the Administrator. In the event the Administrator is named as the perpetrator the employee should report to the County Commissioners. All complaints shall be promptly investigated. Confidentiality will be maintained to the extent possible consistent with the need to conduct a prompt and thorough investigation of a complaint. Retaliating or discriminating against an employee for complaining about sexual harassment is prohibited.

Any instance of sexual harassment as described herein, any act of retaliation, or any failure to cooperate in the investigation or resolution of a sexual harassment complaint may result in disciplinary action or termination.

24.2 **Physicals (Health Requirements).**

Each new employee must undergo a physical examination prior to employment to attest that the employee is in good health and free of communicable disease when hired. The employee's health record shall be kept current with entries of illnesses, injuries and checkups as mandated by state law. All employees are required to have an annual tuberculin test at the County's expense. Employees rehired within (1) year are not required to undergo another physical examination.

24.3 **Drug and Alcohol Policy**

Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages during work hours. Possession shall include, but not be limited to, concealment or storage in a locker, bag or other place accessible to the employee during work hours.

Employees shall not report to work or attempt to work while under the influence of illegal controlled substances or alcoholic beverages. Employees shall not report to work or attempt to work while suffering from the effects of prescription or over—the-counter drugs or medications.

The Administrator may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, providing urine and blood samples) only when there is a reasonable suspicion of drug or alcohol use.

The Administrator may authorize searches of personal belongings and/or lockers located on County premises only when the Administrator has reasonable suspicion that the employee is concealing controlled substances or alcohol in the area to be searched.

Employees shall be discharged from employment or subject to other disciplinary action as the County may determine if the employee:

a. Fails to comply with this policy or to cooperate with the Administrator in the administration of this policy.

b. Exhibits behavior that is harmful or potentially harmful to the residents, public or other employees.

c. Does not obtain professional treatment for alcohol or drug dependency.

d. Refuses to provide documentation of treatment.

e. Does not meet the goals of the treatment plan in a timely fashion as presented in such treatment plan.

f. Refuses to submit to independent testing, at the County's expense, if requested to do so by the Administrator.

Employees are encouraged to use the services of a medical professional or accredited treatment facility which can provide counseling and rehabilitation services to the employee.

Any employee who is diagnosed as dependent on alcohol or drugs by a medical professional, a certified counselor or an accredited treatment facility shall receive the same consideration as employees with other serious illnesses.

The employee will be placed on sick leave under the terms of this contract while undergoing a plan of treatment from a medical professional, a certified counselor or an accredited treatment facility. The employee will be required to present periodic documentation from the medical professional, certified counselor or accredited treatment facility, of ongoing treatment whether the employee remains on sick leave or returns to work.

24.4 **Swapping of Shifts.**

The swapping of shifts shall be allowed with prior written approval of the Administrator or designee. The swapping of shifts shall not result in any cost to the County. The employee accepting the swap shall be responsible to ensure the involved shift is covered.

24.5 **Workers' Compensation.**

a. In the event an employee is injured on the job, the injury shall be reported immediately to the employee's supervisor. In the event that said injury or occupational disease occurs on the job and is compensable under Workers' Compensation, the employee shall be placed on Workers' Compensation Leave and shall be paid by the County's Workers' Compensation Insurance carrier.

b. Employees absent from work as a result of a bona fide Workers' Compensation injury are eligible for reinstatement to the employee's former position within eighteen (18) months of the date of injury, provided that:

(i) The employee requests reinstatement.

(ii) The employee is capable of performing the duties of the position, as determined by the attending physician; and

(iii) The position exists and is available.

c. The County shall provide Alternative Work Opportunities (light duty) as determined by the

Administrator, said opportunities being consistent with the employee's limitations, as certified by the attending physician, and the appropriate provisions of R.S.A. 28l—A:64, and rules promulgated by the New Hampshire Department of Labor.

24.6 **No Benefit Employment Status**

The no benefit employment status is a voluntary employee option for full-time and part-time regular employees (32 hours or more) which provides for higher hourly pay in lieu of paid leave, insurance, and other monetary benefits. Employees selecting the "no benefit option" shall be governed by the leave usage rules and procedures and entitled to leave accruals for which they are eligible in the same manner as other bargaining unit employees, except that "no benefit option" employees shall not be paid for any leave time used. Special pay provisions, such as: Article 5, Section 5.5 shall be paid to "no benefit option" employees in accordance with the provisions of the respective

Articles. Employees in the "no benefit option" shall maintain their seniority in accordance with Article 8 if this Agreement. On the effective date of change to the no benefit employment status, unused leave time which the employee has accrued shall be paid to the employee at the employee's hourly rate before "no benefit" status and paid in the same manner and amount as employees terminating employment with the County

Employees may select the "no benefit option" at any time; however, conversion back to an employment status receiving benefits can only occur in December of each year, unless the employee has a qualifying "life event". A qualifying "life event" shall be in accordance with the policy terms as setforth by the insurance carrier(s)

24.7 **Meals**

The County shall provide one meal per eight (8) hour shift ~~meals to the employees~~ at no cost to the employee.

ARTICLE 25 WAGES

25.1 Effective April 1, ***2010*** the straight-time wages of members of the Bargaining Unit shall increase by ***one percent (1.0%)***.

Effective April 1, ***2011*** the straight-time wages of members of the Bargaining Unit shall increase by ***the CPI-U North East(New England Office)on that date provided that the increase in the employees wages shall be no less than point five percent (0.5%) and no more than three percent (3.0%)*** .

25.2 The differential for the second and third shifts shall be ninety cents ($0.90) per hour and the weekend differential shall be one dollar and twenty-five cents ($1.25) per hour. These differentials shall be administered in accordance with the present practice.

25.3 Bargaining Unit members selecting the "no benefits" option as defined in Article 24, Section 24.6. shall be paid in addition to compensation provided in this Article, Two Dollars ($2.00) per hour while working in the "no benefit" employment status.

25.4 A premium of One Dollar ($1.00) per hour will be paid to a Licensed Nursing Assistant 1 performing Licensed Nursing Assistant 2 duties. A premium of Two Dollars ($2.00)per hour will be paid to a MNA. These premiums shall not be cumulative.

25.5 The County reserves the discretion to raise the starting wage of the LNA, MNA and LPN positions during the term of this agreement, provided that no new-hire will be paid more than a current employee.

ARTICLE 26 INSURANCE

26.1 The County will maintain the Health Insurance Plan attached or a substantially similar plan until the end of this Agreement. The County will pay eighty percent (80.0%) of the premium for the Single, Two Person or Family Plan.

The Employee will be responsible for the remainder of the premium.

26.2 The County will pay the premium for dental insurance coverage for the employee up to seventeen dollars ($17.00) per month. The plan will provide for a Fifteen Hundred Dollar maximum benefit per year. One hundred percent (100%) of the members of the bargaining unit may elect to be covered by dental Plan C (attached) at their own expense and the described coverage will be provided, but if unanimity is not achieved, coverage under Plan C will not be provided.

26.3 Either party may request to reopen negotiations to review health insurance proposals provided the coverage is comparable to the present policy and it is economically advantageous to both parties.

ARTICLE 27 SEPARABILITY

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or groups of employees is held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect.

ARTICLE 28 EFFECT OF AGREEMENT

28.1 This agreement constitutes the entire agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

28.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by

law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and that opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 29 EXPENDITURE OF PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer, unless and until, the necessary specific appropriations have been made by the Carroll County Delegation at each of its appropriate annual or special meetings during the term of this Agreement. The Employer shall make a good-faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual or special County Delegation meetings. If such funds are not forthcoming, the Employer and the Union shall resume negotiations regarding the matters affected.

ARTICLE 30 DURATION

The provisions of this Agreement shall be effective April 1, 2010 and shall continue and remain in full force and effect until midnight March 31, 2012.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals by their duly authorized officers and representatives, this _____ day of _____ 2010.

CARROLL COUNTY

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 93, AFLCIO, LOCAL 3685

I hereby certify that the above—named personally appeared, before me, and executed this Agreement.