

## **PREAMBLE**

The UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) LOCAL 278, hereafter referred to as the "Union" and the COUNTY OF GRAFTON, hereinafter referred to as the "County" and collectively referred to as the "Parties" hereby agree as follows:

## **ARTICLE 1** **RECOGNITION**

1. The County hereby recognizes the Union as the sole and exclusive bargaining agent pursuant to the provisions of New Hampshire RSA 273-A per the Certification Case No. M-769 dated November 29, 1999 for the purpose of establishing the terms and conditions of employment for all bargaining unit employees.

2. The Bargaining Unit shall consist of all regular full-time and regular part-time and **Per Diem employees** of the Grafton County Nursing Home in the positions of: Licensed Nursing Assistant, Social Services Assistant, Certified Activities Aide, Uncertified Activities Aide, Nursing Home Unit Secretary, Paid Feeding Assistant (PFA), Unit Aide, Medical Transcriptionist, Cook, Nutrition/Dietary Aide, Dietary Aide, Restorative Aide, Seamstress, Laundry Aide, Laundry Machine Operator, Senior Housekeeping Aide, Staffing Coordinator, Certified Housekeeping Aide, **MNA**, and Uncertified Housekeeping Aide. Additionally, it is agreed that the following positions and employees are excluded from recognition or coverage under this Agreement: Administrator, MDS Coordinator, Director of Nursing Services, **Assistant Director of Nursing, Activities Assistant Director**, Health Information Manager, Social Services Director, Staff Development Director, Volunteer Coordinator, Activities Director, Dietary Manager, RN's, Pharmacy Review Nurse, Office/Finance Manager, Bookkeeper/LAN Supervisor, Secretary, Driver, Purchasing Agent, **Dietary Supervisor**, Licensed Practical Nurse, Bedmaker, Restorative Program Coordinator, **Environmental Services Director** and Maintenance Workers, all other Department Heads, all other supervisors, professional and confidential employees, persons in a probationary or temporary status and all other employees of the County.

3. 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 contradicts any such law the provision(s) of law shall prevail.

4. Effective **September 01, 2008** Student Dietary Aides shall have a starting rate of **\$7.25** per hour. At such time as they graduate from high school or turn age 18, whichever occurs later, they shall move to Step 1 of the pay scale. This **\$7.25** per hour shall also be subject to the annual re-opener on wages. Any students currently working in the Dietary Department shall be grandfathered to remain in the pay scale and progress as any other employee.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

1. Except as specifically limited or abridged by the terms of this Agreement, the management of the Grafton County Nursing Home in all its phases and details shall remain vested exclusively in the County and its designated agents. The County and its agents shall have jurisdiction over all matters concerning the management of the Grafton County Nursing Home 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 statutes 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 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 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 Grafton County Nursing Home 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.

2. It is agreed that these enumerations of management rights shall not be deemed to exclude other 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**

### **UNION RIGHTS**

1. Access to the Facility: Upon prior notice and the approval of the Nursing Home Administrator or Administrator's designee which approval will not be unreasonably denied, UE representatives shall be allowed to visit the non-restricted work areas of employees during working hours and confer on conditions of employment and for the purpose of assisting with the resolution of grievances, to the extent that such visitations occur during break periods and other times as approved by the Nursing Home Administrator or the Administrator's designee and do not disrupt any work activity.

2. Use of the Facilities: Upon the approval of the Nursing Home Administrator or the Administrator's designee, members of the bargaining unit may be afforded the use of meeting rooms at the Nursing Home facility, so long as such use is not in conflict with County business.

3. Union Officials: The County agrees to recognize the following Union officials duly authorized by the Union for purposes of handling Union business: President, Vice President/Chief Steward, and Stewards, or designees.

There may be one Steward/designee on the day shift for each of the following locations: Maple, Profile, Granite, and Meadow, Kitchen, Housekeeping, Laundry and one to cover all others. Each location may have one (1) alternate steward/designee from each area to be recognized by the County to process initial grievances. The other shifts may have a steward/designee covering several areas of the facility.

The Union shall furnish the names of the Union officials, Stewards and/or designees and will keep the list current.

The Administrator may authorize a reasonable amount of time, during work hours without loss of pay to permit the Union Officials/Stewards to carry out responsibilities to the employees in the unit insofar as this activity does not interfere with the performance of duties. However, it is understood that no more than one (1) steward per area shall be allowed work time to investigate grievances at any given time. It is further agreed that union employees shall be permitted access to designated union officials to discuss union issues during work hours. The Union agrees that it shall guard against the use of excessive time.

Representatives of the Union and the Chief Steward shall have access to the facility, during their non-scheduled work time, for the purpose of adjusting grievances, negotiating the settlement of disputes and for carrying out the responsibilities of representation as required by the Union and this Agreement.

4. Union Leave: Union members shall be allowed an aggregate of twenty (20) days off each contract year without pay to attend the annual National Convention of the UE and **Northeast Regional** meetings. The Union shall provide the County with no less than four (4) weeks notice of use of Union leave.

## **ARTICLE 4**

### **NON-DISCRIMINATION/EMPLOYEE RIGHTS**

1. The County and the Union reaffirm and will maintain the policy not to discriminate against any person because **on the basis of race, color, national origin, age, gender, sexual orientation, marital status, veteran or military status, genetics, physical or mental or disability or religion.** 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 or complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

2. No employee shall, as a condition of employment, be required to become a member of the Union. The County and the Union agrees that no employee shall, in any manner, be discriminated against, coerced or restrained on account of membership in, or lack of membership in, the Union or by reason of any lawful Union activity.

3. All references to employees in this Agreement designate both sexes and whenever one gender is used, it shall be construed to mean male and female employees equally.

## **ARTICLE 5**

### **DUES CHECK-OFF AND FAIR SHARE**

1. Subject to the provisions of this article and applicable laws, the County agrees to deduct equal amounts of regular union dues or collective bargaining fees from the wages of each employee who authorizes such deduction in writing in accordance with the check off authorization forms provided by the Union and approved by the County. Such deductions shall begin with the first payroll period after receipt of the check off authorization form and said sum shall be transmitted on a monthly basis by mail to the designated Union Financial Secretary or designee. The check shall be accompanied by a list of all **Union** dues paying members, **Collective Bargaining Service fees employees** and the amount deducted from each employee's paycheck.

2. All bargaining unit members who belong to the Union or who join the Union at any time during the term of the contract shall have their dues deducted by the County in accordance with this Article, and must maintain their membership, as a condition of employment, throughout the term of this Agreement. For purposes of this Article, a member in good standing means only the obligation of payment of periodic dues as uniformly required.

3. The Union agrees to notify the County in writing of the amount of the **Union** dues and **Collective Bargaining Service Fees**, to be deducted from each employee, and notify the County in advance of any change in the amount to be deducted.

4. In the event that an employee's check is insufficient to deduct **Union dues or Collective Bargaining Service Fees**, after all required deductions have been made, then **no Union dues or Collective Bargaining Service Fees**, will be deducted or paid to the Union for that pay period.

5. The Union agrees to hold the County harmless from any claim or liability arising out of the deduction of **Union Dues or Collective Bargaining Service Fees** and payment to the Union under this Article.

6. **Orientation:** The County agrees to allow the Union to make a presentation to all newly hired employees in bargaining unit positions during orientation or within thirty (30) days of hire, whichever comes last. The Union shall be given up to one half (1/2) hour with each new employee at the time of orientation sessions or within thirty (30) days of hire.

It shall be the responsibility of the Union to distribute the Collective Bargaining Agreement to members of the bargaining unit.

7. Fair Share: An employee who is not a member of the Union who requests the services of the Union shall be charged the full fair share cost to the Union of such representation.

8. Grandfather Clause: **Current Bargaining Unit employees hired prior to October 5, 2010, who do not belong to the Union shall be grandfathered and shall not be obligated to join the Union, or to pay the Collective Bargaining Service Fees, unless they choose to do so.**

9. Collective Bargaining Service Fee: **New Bargaining Unit employees hired after October 5, 2010, may join the Union or may choose to pay a Collective Bargaining Service Fee. Such Collective Bargaining Service Fees shall be in the amount of fifty (50) percent of the union dues. Union dues may change periodically to stay in compliance with the National Union. Employees shall have their fees deducted by the County in accordance with this Article, and must maintain such fees, as a condition of employment, throughout the term of this Agreement.**

10. Subject to applicable law, all employees as of **October 5, 2010** who are covered by this Agreement and who are not members of the Union in good standing on the effective date of this Agreement, shall be given an option to either:

- a. Become a member of the Union and pay full dues and initiation fees in accordance with the UE Local 278 Constitution & By-Laws; or:
- b. Voluntarily pay a monthly collective bargaining service fee not to exceed 50% of the amount payable as dues as calculated by the Union, in full accordance with applicable laws.

The Collective Bargaining Service Fee will be used for the cost of representation, administration, and negotiations on behalf of bargaining unit members and shall be deducted in the same manner as regular UE dues.

11. Subject to applicable law, all employees as who are members of the Union on **October 5, 2010** shall be given an option to either:

- a. Remain members of the Union and pay full dues in accordance with the UE Local 278 Constitution & By-Laws; or
- b. Voluntarily pay a monthly collective bargaining service fee not to exceed 50% of the amount payable as dues as calculated by the Union, in full accordance with applicable laws.

The Collective Bargaining Service Fee will be used for the cost of representation, Administration, and negotiations on behalf of bargaining

unit members and shall be deducted in the same manner as regular UE dues.

## **ARTICLE 6**

### **HARASSMENT**

Harassment is verbal and physical conduct that is intended to annoy, intimidate, degrade or abuse toward an individual because of his or her race, color, national origin, age, gender, sexual orientation, marital status, veteran or military status, genetics, physical or mental disability, or religion, and that: has the purpose of creating intimidating, hostile, or offensive work environment.

**Sexual Harassment:** Sexual harassment is a form of sex discrimination and means unwelcome sexual advancements, requests for sexual favors, and other verbal and/or physical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decision;
- Conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile or offensive work environment.

**See current Employee Handbook for the complete harassment policy.**

All complaints of sexual harassment should be referred immediately to the Department Head, **Human Resources Department** or the Executive Director and the matter will 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 harassment is prohibited.

Any instance of harassment **as discussed above**, or any act of retaliation, **will** be subject to disciplinary action up to and including termination **of employment**.

## **ARTICLE 7**

### **PROBATIONARY EMPLOYEES**

1. All newly hired employees must serve a probationary period of six (6) continuous months from the date of hire and during this period shall be classified as probationary employees. Probationary employees 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 2 of this Article.

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

## **ARTICLE 8**

### **JOINT LOSS MANAGEMENT COMMITTEE**

1. The Parties agree that a Joint Loss Management Committee (Safety Committee) will be established in the Nursing Home comprised of not more than two (2) employees appointed by the Union and two (2) representatives from the County. Said committee members shall also be members of the County-wide Joint Loss Management Committee.

2. The committee shall meet as needed, but no less than once each calendar quarter during regular working hours. Minutes shall be kept and made available for review by employees.

3. The purpose of this committee is to discuss areas of concern and to bring to the attention of the Administrator conditions regarding health and safety. The committee shall also make recommendations for the resolution of same. This Committee shall also serve for the purpose of complying with Section (281-A:64-A) the New Hampshire's Worker's Compensation Law.

## **ARTICLE 9**

### **HEALTH AND SAFETY**

1. The County shall endeavor to provide and maintain safe and healthy working conditions,

to the extent required by law, and the employees agree to follow all safety and health rules and regulations. The Union will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe and healthy manner. It is understood that employees will immediately report any unsafe or unhealthy condition to the employee's supervisor as soon as it becomes known.

2. Safety rules and fire regulations shall be posted on bulletin boards.

3. Information and training regarding safety rules and fire regulations shall be made available to employees.

4. All employees are required to report in writing to the employee's supervisor and to the Joint Loss Management Committee any conditions that they feel are fire hazards or likely to cause accidents.

## **ARTICLE 10**

### **EMPLOYEES' HEALTH & RECORDS**

1. The County shall provide and maintain a program aimed at reducing occupational exposure to Hepatitis B Virus (HBV). Human Immunodeficiency Virus (HIV) and other illnesses which employees may encounter during their work activities.
2. The County will provide, without cost to the employee, tuberculosis screenings, HIV screenings (upon occupational exposure only), and hepatitis B vaccinations. Such screening and vaccinations shall be made available to individual employees upon request.
3. Employees who test positive for tuberculosis (Mantoux Test) shall be responsible for pursuing further medical advice. Verification of physician follow-up must be submitted to the Administrator within thirty (30) days.
4. **The County will provide, without cost to the employee, influenza shots based on availability.**
5. The County shall maintain in every unit adequate first-aid kits and safety precaution equipment to be located in secure but readily accessible areas. On-the-job injuries, regardless of seriousness, shall be reported to the employee's supervisor within twenty four (24) hours.
6. Health records for employees shall be maintained separately from personnel files.

## **ARTICLE 11**

### **BULLETIN BOARDS**

The County agrees to provide space for a bulletin board or space on its bulletin board(s) in designated areas, such as Staff Offices, Smoke Shack, Employee Locker Room and at the Time Clock for important notices, at the Nursing Home for the posting of proper Union announcements, notices, social events and other non-controversial matters addressed to its members. Neither the Union nor employees shall post notices or other material of a derogatory, libelous, or profane nature, and said notices and material shall be limited to actual Union business. Neither the Union nor employees shall post notices or other material at any other locations other than the approved Union bulletin board(s).



## **ARTICLE 12**

### **EMPLOYMENT**

#### **1. EMPLOYMENT STATUS**

**Per Diem:** Nursing personnel working by the day, as needed, with no guaranteed hours. Per Diem employees receive a stipend in lieu of any and all benefits (e.g. insurances, retirement, earned time, holidays, extended sick leave and longevity). Per diem employees are expected to be available work at least three (3) times per month, with one (1) of those times being on a weekend, and must also work one (1) of the major holidays, i.e., July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Day, Christmas Eve, New Year's Eve or New Year's Day. The manager has sole discretion whether or not to schedule per diem employee for any shifts he/she is available. If/when any needs "bonuses" are in effect, per diem staff must work with expected three (3) times per month before being eligible for a needs bonus payment. When an employee goes from a benefited position to a per diem position, all accrued benefits, including longevity bonus, will be paid off and benefits will no long accrue from that point on. The employee will retain his/her anniversary date.

**Unbenefited Part-Time Employee:** Refers to an employee that receives no benefits and whose hours are not guaranteed and fluctuate according to scheduling needs. Unbenefited part-time employee would typically work at least one shift per week, but often less than twenty four (24) hours per week.

\* The two existing employees in a "Partially Benefited Part-time" Status will be grandfathered and remain in that status and will be eligible to purchase, at his/her expense, the County's health insurance, dental insurance and life insurance. They receive no other benefits other than those listed in this paragraph.

**3/5 or 4/5 Status:** Employees consistently (every payroll) working a minimum of twenty four (24) hours per week are eligible for benefits on a pro-rated basis. Employees working 4/5 status consistently work a minimum of thirty two (32) hours.

**Full-time Status:** Thirty five (35) hours per week constitutes full-time employment as it relates to eligibility for the pension plan and county participation in the health insurance plan. Employees working thirty five (35) hours (seven (7) hours a day, five (5) days a week) or thirty six (36) hours (twelve (12) hours a day, three (3) days a week) accrue annual leave and sick leave at the same rate as employees who work forty (40) hours (eight (8) hours a day, five (5) days a week). Holidays are paid at seven (7) hours and eight (8) hours respectively, unless the employee works the holiday, in which case he/she is paid for the actual hours worked. Holidays are paid at eight (8) hours for employees working twelve (12) hour shifts.

**Temporary staffing adjustments may be applied to meet the needs of the residents/inmates and needs of Grafton County. However, if an employee consistently works a regular schedule (outside of their current employment status) for at least six (6) months, he/she would be eligible to move into new personnel status (e.g. 3/5 status employee who works thirty five (35) or more hours per week).**

2. Personnel Files: Employees shall have an opportunity to inspect their personnel files during normal administrative working hours and, upon at least twenty four (24) hours notice to the Human Resources office. Employees may obtain a copy of all or any part of the file. A fee may be imposed for said copies.

3. Performance Evaluations: Regular employee evaluations shall be prepared by the employee's supervisor no less than once per year. The purpose of such evaluation shall be to evaluate and constructively assess the employee's strengths and weaknesses. To this end, it is understood that supervisors shall not withhold critical assessments during periods between evaluations and shall provide employees with opportunities to specifically address and/or correct problem areas identified before formal evaluations are completed.

The employee's supervisor shall meet with the employee to discuss the evaluation. Employees shall be allowed to review the evaluation for no less than three (3) work days prior to the meeting, said waiting period may be waived by signing a form agreed to by the County and the Union. Once the evaluation has been presented to the employee, it must be completed by all parties and no changes made thereafter.

If an employee's evaluation results in loss of a step increase, the employee may appeal the evaluation to an Evaluation Review Panel consisting of the Administrator, the Human Resources Director, and the employee's Supervisor. The employee and a Union Steward, if requested by the employee, shall present to the Panel the reasons for the appeal. A written decision will be furnished to the employee by the review panel within fifteen (15) work days of the appeal meeting.

Employees shall be allowed to respond in writing to the evaluation and to have such response appended to the evaluation for inclusion in the employee's personnel file.

An employee's signature on the evaluation shall signify receipt only and not necessarily agreement on the evaluation's content.

If the employee does not receive an annual step increase after the appeal process, they shall be reviewed in three (3) months and depending upon the evaluation shall receive their step increase at that time. During this three (3) month period, the supervisor shall advise the employee of any reasons that may lead to another denial of their step increase. Should an employee receive their step increase after such three (3) month evaluation, their next annual step increase will be due upon their anniversary date.

Evaluations shall not be subject to the grievance procedure.

4. Shift Openings: In the event that an opening occurs on any shift, qualified senior employees (as determined by the County) in the job classification shall have the first option to move to the open shift before the position is posted and filled. Qualifications shall include prior work performance and experience, skills and abilities, prior training and educational experience. All employees shall be notified of the results of their job bid by one of the following:

- A. Verbally
- B. In writing – by formal letter
- C. Sealed note on time badge

5. Date of Hire, Anniversary Dates, Seniority Date:

**Date of Hire:** An employee's date of hire would be the date the employee begins employment at Grafton County. This would be applicable for the initial benefits employees may be eligible for becoming a new employee. If an employee leaves Grafton and is rehired, the rehire date would replace the employee's original date of hire.

**Anniversary Date:** If employment began before the 15<sup>th</sup> of the month, the anniversary date will be established as the beginning of that month. If an employment began on or after the 15<sup>th</sup> of the month, the anniversary will be established as the beginning of the next month. This will be considered the anniversary date for benefits and wage increments. Example: employee was hired on December 15<sup>th</sup>: employee date of hire would remain December 15<sup>th</sup> and anniversary date would be January 1<sup>st</sup>. The anniversary date would be applicable for the purposes of step increments.

**Seniority Date:** Date shall be defined as an employee's total length of continuous service in the Grafton County Nursing Home for a particular position and in a particular status. In some cases, date of hire would be seniority date if employee remains in same position and same status throughout their employment. If employee at anytime changes their status or transfers into new position, seniority date would change.

## 6. Transfer

If an employee transfers into a new position (i.e. promotion, demotion, certification, or transfers to a different department), he/she shall have the same anniversary date for the purposes of step increases and accrued benefits. This employee who transfers into new position or department will not be eligible for a step increase until the trial period is completed.

If an employees changes employment status (e.g. per diem to full-time), the anniversary date for step increases would remain the same, but the anniversary date for accrued benefits would change, in particular accrual rates for annual leave would change and the employee would have to wait five (5) years before accrual rate increases.

### **ARTICLE 13**

#### **NO STRIKE, NO LOCKOUT**

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit down, stay-in, stay-out, sick-in, sick-out, work slowdown, picketing of any kind while on duty, withholding of services or curtailment of work or restrictions or interference with the operations of the County or departments thereof during the term of this Agreement. In the event of any such activity, the County shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. The County will not lock out any employees during the term of this Agreement.

2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.

### **ARTICLE 14**

#### **SENIORITY**

1. Seniority: Seniority shall be defined as an employee's total length of continuous service in the Grafton County Nursing Home. There shall be a seniority list for all Nursing Home employees, according to their total County seniority. Such list shall include, name, date of hire, position, and status whether full-time or regular part-time.

2. Classification Seniority: Upon receiving a promotion, an employee's name shall be entered at the bottom of the seniority list for that job classification, regardless of the employee's total County seniority, and the employee shall be considered to be the junior employee in that job classification.

3. Seniority Lists: The Nursing Home shall provide to the **Union Chief Steward** an updated copy of the seniority list **at the beginning of each month**. Seniority lists shall be posted in each area of the Nursing Home.

4. Probationary Employees: Probationary employees who have completed their probationary period and have become full-time or regular part-time employees shall have their seniority date adjusted to reflect the employee's original date of hire.

5. Loss of Seniority: An employee's seniority shall be terminated and the employee's rights under this Agreement forfeited for the following reasons:

- A. Termination of Employment.
- B. Exceeding an authorized leave of absence unless excused by management.
- C. Failure to return to work within seven (7) calendar days after notification of recall from layoff by the County.
- D. Remaining on layoff status for more than twelve (12) months.

## **ARTICLE 15**

### **LAYOFF & RECALL**

1. When it is determined by the County that a layoff is necessary, the County shall first ask for volunteers within the affected classification(s). In the event there is an insufficient number of volunteers, employees shall be laid off in the order of their seniority beginning with the least senior in the affected classification(s). It is understood that an employee retained must be qualified, as determined by the County, to perform the available work, or the least senior employee in the classification(s) shall not be laid off. Qualifications shall include prior work performance and experience, skills and abilities, prior training and educational experience. Generally, it is understood that probationary, temporary and per diem employees shall be laid off before regular full-time or regular part-time employees are laid off.

2. The County shall give an employee not less than fourteen (14) days written notice of layoff and a copy thereof shall be delivered to the Union steward in the affected areas. During this fourteen (14) day period the County shall meet with the Union so that the Union may present alternative proposals to avoid layoff and/or mitigate the impact on the employees.

3. Laid off employees may fill any vacancy for which the employee is qualified, in accordance with Article 16, Job Vacancies/Job Postings/Promotions of this Agreement.

4. In all cases, the remaining employees must be able to perform the required job duties.

5. **RECALL**: Employees who are laid off shall be eligible for recall. Recall of employees into positions shall be by qualifications in reverse order of layoff. Qualifications, as determined solely by the County, shall include prior work performance and experience, skills and abilities, prior training and educational experience. The right to recall shall be for twelve (12) months.

6. Any recall notice shall be mailed to the last known address in the County records by certified mail. It shall be the employee's responsibility to update such mailing address as necessary. Any employee who fails to return to work within seven (7) calendar days of a recall notice, or who fails to make arrangements with the Administrator for the

employee's return on some other date, shall lose all recall rights and seniority. Any laid-off employee who rejects a recall to a bargaining unit position shall lose all recall rights and seniority.

## **ARTICLE 16**

### **JOB VACANCIES/JOB POSTINGS/PROMOTIONS**

1. When a vacancy occurs and no employee has recall rights to such vacancy, the County will post the job opening for a period of not less than seven (7) calendar days to allow employees the opportunity to apply for available positions. The postings shall indicate the job title, pay grade, shift hours, job status (full-time, part-time) and minimum qualifications for the position, date of posting, and close of posting.

2. The open position shall be awarded to the most qualified applicant, as determined by the County. Qualifications shall include prior work performance and experience, skills and abilities, prior training and educational experience. If the County determines that two (2) or more applicants are relatively equally qualified, seniority shall be the determining factor to award the position.

## **ARTICLE 17**

### **TRIAL PERIOD**

1. Upon promotion or transfer to a new bargaining unit position (or classification) a trial period shall take effect for up to six (6) months during which time the County may remove the employee if, in the County's sole discretion, the standards of the position have not been met. In the event that the employee has not met the standards for the position, as determined solely by the County, the employee may in lieu of removal, or if the employee elects to decline appointment to the new position, return to the employee's former position, if the position is available. Return to the employee's former position shall be at the employee's previous pay with no loss of seniority. If the employee's former position is not available, the employee may fill a vacant position of the same or lower classification if the employee is qualified, as determined solely by the County. If no vacancy exists, the employee shall be laid off and shall have recall rights in accordance with Article 15 of this Agreement.

2. There shall be at least two (2) informal evaluations and/or reviews by management during the trial period to afford the employee an opportunity to correct and improve any deficiencies in the employee's performance. No **step** increases are given during trial periods. If due for an annual evaluation while serving a trial period, the annual evaluation will be foregone and two evaluations will be done during the trial period, the last of which will determine if the employee has successfully completed the trial period and will be used to determine if the employee's annual **step** increase is warranted. **Step** increases will be retroactive.

3. Employees selected for a new position with a higher labor grade shall receive a rate of pay for the new position which gives the employee an increase in pay.

Employees selected for an open position which is a lower labor grade than the position previously held, shall receive the rate of pay consistent with the step level of the position they held prior to receiving the new position. If an employee transfers to a new position with the same labor grade, he/she will maintain the same step. The rate of pay in any new position cannot exceed the maximum for the labor grade.

**If an employee transfers into a new position (i.e. promotion, demotion, certification, or transfers to a different department), he/she shall have the same anniversary date for the purposes of step increases and accrued benefits. This employee who transfers into new position or department will not be eligible for a step increase until the trial period is completed.**

## **ARTICLE 18**

### **DISCIPLINARY PROCEDURE**

1. It is the responsibility of each employee to observe work rules, policies, and regulations.
2. No employee shall be terminated from employment without just cause.
3. Employees shall have the right to have a Union steward or representative present whenever the employee is to be disciplined or interviewed regarding events or behavior which may lead to possible future discipline and the County shall notify the employee of that right prior to meeting with or interviewing the employee regarding said discipline or possible discipline.

Should employees decline Union representation for such meeting, it shall not mean that the employee is waiving any future rights to Union representation regarding this incident or any other.

Employees shall have prior notification of any meeting that may result in disciplinary action and will have time to seek Union representation.

4. The County will normally use the procedure of progressive discipline including the following actions:
  - Oral reprimand
  - Written reprimand
  - Suspension without pay
  - Termination

It is understood that more serious offenses may warrant more serious discipline and not adhere to the above progressive discipline steps.

With the exception of compliance issues, in-service training shall be given prior to warnings being given.

a. Procedure:

- The County shall notify the Chief Steward or designee as soon as reasonably possible if any employee is to be suspended or discharged.
- Such employee shall have the right to consult with the Chief Steward or designee before the employee is suspended or discharged.
- With the consent of the employee, the Chief Steward will be promptly given a copy of any recorded discipline within a reasonable period of time.
- Filing of grievances shall be in accordance with Article 19.
- Reinstatement – Any employee who has been determined through agreement, mediation or arbitration to have been unjustly suspended or discharged will be reinstated and it shall be recorded in their personnel file.
- Such employee shall be reimbursed for lost time and benefits.

5. All oral reprimands shall become invalid after one (1) year after the disciplinary action is taken. All written reprimands shall become invalid two (2) years after the written reprimand. All suspensions shall become invalid after **three (3)** years after the suspension.

6. Discipline shall be treated in a confidential manner, and employee shall not be reprimanded or otherwise disciplined in the presence of, or within the hearing or sight range of residents, other employees, or other persons not involved in the disciplinary process.

7. The County may suspend an employee with pay pending an investigation, but a suspension with pay for purposes of an investigation shall not be considered disciplinary in nature. Such employees shall be advised on the nature of the investigation at the time of suspension.

8. The County will act to impose discipline within a reasonable time of the offense. Disciplinary actions shall identify the specific alleged action or non-action for which the discipline is being given, and shall cite the particular contract provision or published rule or regulation which is alleged to have been violated. Disciplinary actions and any appeal of such actions taken pursuant to this Article shall not be subject to the provisions of RSA 28:10-a and any appeal thereto shall be subject to the Grievance Procedure outlined in Article 19 of this Agreement.

**9. Any employee who is terminated he/she will be escorted from the premises by any of the following: Human Resources Representative or Department Head or their designee.**

10. Grounds for discipline include but are not limited to:

- Failure to observe policies, procedures and regulations.



- **Insubordination.**
- Failure or inability to satisfactorily perform all duties.
- Compromising the dignity, privacy or well-being of a resident in any manner.
- Manufacture, possession, use, sale, transfer or distribution of illegal drugs, drug paraphernalia or alcohol while on duty or while off duty which affects performance while on duty.
- Immoral conduct.
- Fraternizing with inmates.
- Giving, selling, receiving or purchasing anything of monetary value from any Jail inmate or Nursing Home resident without Administrator approval.
- Theft or misuse of county or resident funds or property.
- Disclosure of confidential information.
- **Violation of the False Claims act resulting fraud, waste, or abuse in a federal health care program (i.e. Medicare and Medicaid).**
- Sleeping or dozing on duty.
- Destruction of county property.
- Harassment.
- Keys left in vehicle on county property.
- **Two consecutive scheduled work days where no call, no show without valid excuse accepted by Grafton County.**
- Unauthorized absenteeism or tardiness.
- Swiping, altering or otherwise tampering with someone else's time badge, or any other act involving falsification of a time record.
- Abuse of sick leave privileges.
- Failure to attend mandatory training sessions.
- Failure to maintain job-required licenses or certifications.
- Any other conduct deemed detrimental to the County or its responsibilities.

Being charged or convicted of any offense or crime may result in immediate suspension or dismissal. To ensure compliance with state and federal regulations, all employees are required on an on-going basis to notify the Administrator of any convictions for violation of the law, including any sanctions imposed by CMS (Medicare or Medicaid).

All county vehicles must be turned off and locked when unoccupied/not in use, unless otherwise authorized by the Administrator. Any employee who leaves keys in any vehicle is subject to immediate suspension or dismissal.

## **ARTICLE 19**

### **GRIEVANCE PROCEDURE**

1. This Article is to provide a procedure for adjusting grievances. A grievance is defined as a dispute, claim or complaint raised by one (1) or more employees covered by this Agreement arising from an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

2. The grievance procedure is designed, and it is the intention of the parties, to attempt to resolve grievances at the lowest possible level that is satisfactory to both parties.

3. The parties acknowledge that it is desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal communication. Employees are therefore encouraged, though not required, to discuss concerns with their supervisor directly and informally prior to initiating formal grievances.

4. Nothing in this Article is intended to limit the rights of an employee to present a grievance or having the grievance adjusted without the involvement of the Union provided the adjustment is not inconsistent with the terms of this Agreement and the Union has been provided with a copy of the formal grievance and the resolution. In addition, if requested by the employee, the Union has been given the prior opportunity to present at any discussion of the grievance.

**Step 1:** The grievant involved and one (1) Union official shall have a meeting with the employee's supervisor to verbally discuss the problem. This must take place within five (5) work days of the alleged violation or when the employee should have known of the event.

If the grievance is not resolved at this meeting, the supervisor shall have three (3) work days to answer the grievance following the Step 1 meeting. If no decision has been rendered within said three (3) work days or if the supervisor's answer is unsatisfactory to the grievant, the grievance may be submitted to Step 2. If the Union disagrees with the grievant's decision to accept the Step 1 answer as satisfactory, the Union shall be allowed to have its disagreement attached to and made part of the written record. This statement shall be provided to the supervisor within three (3) work days of the Step 1 answer.

**Step 2:** The grievance shall be reduced to writing and presented to the Administrator or the Administrator's designee, within three (3) work days of the supervisor's decision, or the date upon which such decision should have been rendered. The grievance shall specify the employee(s) involved, the date of the alleged offense, the specific contract provision(s) violated, and the remedy sought.

The Administrator or the Administrator's designee shall meet with the aggrieved employee and the Union within five (5) work days of the Administrator's receipt of the grievance. It is understood that there shall be no more than three (3) representatives from the Union in addition to the grievant(s) present at this meeting.

If the grievance is not resolved at this meeting, the Administrator or the Administrator's designee shall render a decision within five (5) work days from the date of said grievance meeting. If no decision has been rendered within five (5) work days or if the Administrator's decision is unsatisfactory to the grievant and the Union, the grievance may be submitted to Step 3.

**Step 3:** The aggrieved employee and/or the Union shall advance the written grievance, to the Executive Director, or the Executive Director's designee, within five (5) work days of the Administrator's decision, or the date upon which such decision should have been rendered. Within five (5) work days of the Executive Director's or the Executive Director's designee receipt of notification that the Union wishes to advance the grievance, a meeting between the Executive Director or the Executive Director's designee and the aggrieved employee and/or the Union shall be held. It is understood that there shall be no more than three (3) representatives from the Union in addition to the grievant(s) present at this meeting. One (1) of the Union's representatives may include a representative of the UE's National Union.

If the grievance is not resolved at this meeting then the Executive Director or the Executive Director's designee shall render a decision within five (5) work days from the date of said meeting. If no decision has been rendered within five (5) work days or if the Executive Director's decision is unsatisfactory to the grievant and/or the Union, the grievance may be submitted to Step 4 within thirty (30) calendar days.

Nothing shall prevent the Parties from continuing to discuss grievances after Step 3 of the procedure in an attempt to resolve the grievance prior to arbitration.

All time limits may be extended by mutual agreement between the County and the Union. Either or both Parties shall be granted one (1) automatic two (2) day extension for any step of this grievance procedure. If a grievance is not reported and/or processed within the time limits set forth in this Article, the grievance shall be dismissed and no further action shall be taken with respect to such grievance. If the County fails to answer a grievance within the limits set forth in this Article the Union shall be allowed to automatically process the grievance to the next step.

**Step 4:** In the event that the Union elects to proceed to arbitration, the Parties shall select, within five (5) work days of the written notice of appeal, two (2) members of the three (3) member Arbitration Panel to be composed as follows:

(a) One (1) County Commissioner or designee;

(b) One (1) Union representative; and

(c) One (1) panel member selected by mutual agreement of the County and the Union within fifteen (15) work days of the written notice of appeal. The Arbitration Panel shall schedule a hearing within thirty (30) days of the written notice of appeal. A hearing before the Arbitration Panel will be held as expeditiously as possible, but no later than sixty (60) calendar days from the notice of appeal.

If the Parties are unable to agree upon the third panel member within said fifteen (15) work days or to obtain a commitment to serve, the Union may submit a written request to the Public Employee Labor Relations Board (PELRB) to appoint an arbitrator in accordance with the rules and regulations of the PELRB. The Union's request for

PELRB appointment of an arbitrator must be within five (5) work days after the end of said fifteen (15) work day selection period.

The function of the Arbitration Panel is to determine interpretation of the specific provisions of this Agreement. There shall be no right in arbitration to obtain and no Arbitration Panel shall have the power or authority, to add to, detract from, ignore, or modify any terms of this Agreement. The decision of the majority of the Arbitration Panel shall be final and binding upon the Grievant, the Union and the County.

5. The expenses of the arbitrator shall be shared equally by the County and the Union.

6. Each grievance shall be separately processed at any arbitration proceeding unless the parties otherwise agree. The Arbitration Panel shall furnish a written opinion within thirty (30) days of the parties submitting written briefs, specifying the reasons for the decision.

7. For the purpose of this grievance procedure, the "work day" means normal administrative work days Monday through Friday, excluding holidays and weekends.

8. Grievances may be submitted to the grievance step involving the management personnel with the authority to resolve the grievance.

9. This procedure shall be followed for all grievances except that in the case of a grievance involving a termination or suspension, the grievance procedure shall commence with Step 3 with filing no later than five (5) days following the termination or suspension date.

10. It is understood that whenever possible all meetings referenced above (except Step 1) and incorporated herein as part of the grievance procedure shall take place during normal administrative work hours without loss of pay to participants so long as participants at grievance meetings were scheduled to work during the same time as the meeting has been scheduled.

11. Excluded from this grievance procedure are grievances which question the exercise of rights set forth in Article 2 of this Agreement, entitled Management Rights.

## **ARTICLE 20**

### **HOURS OF WORK/OVERTIME**

1. The hours of work for bargaining unit personnel shall be governed by Nursing Home policy pertaining to shifts, shift coverage, and assignments, as well as status, whether the employee is fulltime, 4/5's, 3/5's or per diem. (See Article 12 Employment for details.)

2. There are a variety of workdays; however, for many employees the normal workday is eight (8) hours.
3. Should the County wish to create new shifts, the Administrator shall post any newly created shifts and said shifts shall be filled in accordance with Article 16 (Job Vacancies) contained herein.
4. Employees are required to be on their unit at the scheduled start time of their shift. Tardiness is subject to Article 18 Disciplinary Procedure of this Agreement.
5. Should the County wish to permanently modify the starting and quitting times for existing shifts, the Administrator shall notify the Union at least thirty (30) days in advance of any permanent changes in said starting and quitting times. The Administrator shall meet with the Union during the course of the thirty (30) days to discuss the proposed changes in starting and quitting times. The County agrees to consider alternative proposals made by the Union. If, during these discussions, the Union has made an alternative proposal which has been rejected by the Administrator or if the Union has made no proposal, the County may change the starting and quitting times of existing shifts.
6. It is understood that an employee may submit a written request for an alternative start and/or end time for a given shift. It is understood that such requests shall be granted at the discretion of the Administrator.
7. Members of the bargaining unit will be allowed to swap shifts. Prior approval of the Department Head/Supervisor is required. Requests must be submitted in writing to the Department Head/Supervisor. Each request must include: both signatures of the participants, date of swap requested, shift requested, and reason for the request. It is the bargaining unit employee(s) responsibility to assure that the reassigned shifts are covered. Failure to follow through as requested may lead to disciplinary actions.
8. Time and one-half (1.5) shall be paid for pre-authorized hours worked in excess of the normal forty (40) hour work week. If an employee works beyond the designated end of his/her shift, the applicable shift differential will continue until the employee punches out, unless the employee is working a double shift, in which case the shift differential that applies to each shift worked will be paid. Unauthorized overtime is not permitted. Any unauthorized overtime will be subject to Article 18 Disciplinary Procedure of this Agreement.
9. Employees who work a double shift (two (2) consecutive eight (8) hour shifts) shall receive time and one-half (1.5) for the second (8) hour shift, even if the employee has not worked forty (40) hours. **Employees working twelve (12) hour shifts are exempt from this provision.**
10. An employee who has a call-out during a week in which the employee has worked an overtime shift will not receive overtime for that shift; the employee will be

compensated at straight time. An employee working an overtime shift during a week with a pre-scheduled holiday or annual leave will be compensated at time and one-half (1.5).

11. Holiday and Annual Leave shall be considered hours worked for the computation of overtime. All other leaves shall not be considered hours worked for the computation of overtime.

12. Mandatory Overtime: Those wishing to volunteer up front to fill unmet needs will be given preference for the date(s) and time(s) they wish to work. All other will be assigned according to least seniority. The LNA roster will begin with the least seniority to those with the most seniority. Once the LNA roster has cycled through, the process will begin again if there continues to be unmet needs on a schedule. Any questions regarding the assigning of overtime shall be settled on the basis of the "Mandatory Overtime Guidelines" as agreed in Memorandum issued November 07, 2000.

## **ARTICLE 21**

### **GUIDELINES FOR CALLING OUT**

**Terms of Agreement to be three (3) years, with the exception of Article 21 Call Outs, Article 25 Wages, including COLA, and Article 28 Health Insurance, which will be negotiated annually.**

In an attempt to reduce the number of call outs that occur, the following conditions may be arranged: Shift Swapping which would include your weekends and/or holidays to work.

Members of the bargaining unit will be allowed to swap shifts. Prior approval of the Department Head/Supervisor is required. Requests must be submitted in writing to the Department Head/Supervisor. Each request must include: both signatures of the participants, date of swap requested, shift requested, and reason for request. It is the bargaining unit employee(s) responsibility to assure that the reassigned shifts are covered. Failure to follow through as requested may lead to disciplinary action.

1. If an employee is on approved FMLA, **PERSONAL MEDICAL LEAVE**, **MATERNITY LEAVE**, or **FUNERAL/EMERGENCY LEAVE**, days missed are not considered call outs.
2. If an employee calls out for more than one day for the same spell of illness or emergency, it is counted as one call out.
3. Every time an employee calls out it will be counted as a call out **per the point system**, even if the employee produces a doctor's note.
4. If an employee calls out on his/her weekend to work, he/she must make up the time (a day for a day) on a weekend within eight (8) weeks, at the

discretion of management. For employees who work every weekend, each call-out-situation will be reviewed on a case by case basis, and if warranted, time will be made up at the discretion of management.

5. Time off that is not approved by the department head is a call out.
6. Except in emergency situations, time off must be pre-approved.
7. Pre-approved time is not counted against an employee on his/her evaluation.
8. Time lost due to an on-the-job injury is not considered a call out.
9. If an employee comes to work and then leaves, if he/she has not worked at least one half of his/her scheduled shift, it will be considered a call out **per the point system. This provision does not apply to legal holidays, employees must work their entire shift on those days or it is considered a call-out per the point system.**
10. If an employee who is a volunteer firefighter is unable to report to work on time due to being actively engaged in fighting a fire, he/she will not be considered a call out and will not receive a disciplinary penalty of any kind. He/she will be paid 'other non-productive' time. If able to work at the conclusion of the fire, he/she is expected to report for duty. If already at work when toned out, he/she may not leave his/her position without prior supervisory approval.
11. If an employee cannot make it to work due to circumstances beyond their control, it is not considered a call out. This will be determined on a case by case basis as determined solely by the County. **If approved would fall under Emergency Leave.**
12. If an employee calls out due to inclement weather, **they will be required to use annual leave if available.** If non-essential employees are sent home due to inclement weather, they may use **annual** time, if available.
13. **Effective October 5, 2010, all call outs would be in a point system. Points are accumulated in either a rolling six (6) month period or twelve (12) month period depending on level of disciplinary action. If an employee, who is currently on disciplinary action for call outs, goes six (6) months of no call outs, one (1) point would be deducted. See point system below.**
  - **Call out on weekend shift (Saturday or Sunday) = 2 points**
  - **Call out day before or after holiday = 2 points**
  - **Call out day before or after scheduled day off = 2 points**

- Call out on actual day of holiday = 3 points
- All other call outs = 1 point
- If currently disciplined, six (6) months of no call outs = - 1 point.

Following chart displays the amount of points on determining level of disciplinary action.

Points Accumulated	Time Period	Action
Three (3)	in six (6) months	results in friendly discussion
Four (4)	in six (6) months	results in verbal warning
Six (6)	in six (6) months	results in written warning
Eight (8)	in one (1) year	results in suspension
Ten (10)	in one (1) year	results in termination

14. Employees current call-out status will follow the employee into the point system.

## **ARTICLE 22**

### **REST BREAKS**

1. Employees will be allowed sixty (60) minutes of paid, non-productive time per eight (8) hour shift. If possible this time will consist of one (1) thirty (30) minute break and two (2) fifteen (15) minute breaks.
2. Employees working a five (5), six (6) or seven (7) hour shift will be allowed forty five (45) minutes of paid, non-productive time. If possible, this shall consist of one (1) thirty (30) minute break and one (1) fifteen (15) minute break.
3. Any employee working at least a four (4) hour shift shall be allowed one (1) fifteen (15) minute break. Employees scheduled for less than a four (4) hour shift shall not receive a break.
4. Employees working a regular shift of twelve (12) to fifteen and one-half (15.5) hours shall receive one (1) hour and thirty (30) minutes of paid, non-productive time per shift. If possible this time will consist of two (2) thirty (30) minute breaks and two (2) fifteen (15) minute breaks.
5. Meal and break time is paid. Employees may not leave the premises during these breaks.

## **ARTICLE 23**

### **SCHEDULE CHANGE/REPORT IN PAY**

Any employee reporting to work on their scheduled hours who is prevented from working their scheduled hours due to change of the employee's schedule without prior



notification, will be paid mileage to and from the County Complex and will receive two (2) hours at time and one-half (1.5) the employee's base rate of pay.

When the schedule has been changed after it has been posted employees will be notified, **by the Staffing Coordinator, the manager, or their designee, using one of the following methods; talking directly to the employee at the Nursing Home, speaking with the employee on the phone or leaving a voice message at the employee's last contact number given to the County or placing a notice on their timecard.**

If an employee is scheduled off for a holiday or annual leave and is called in to work, he/she will be compensated for actual hours worked., the holiday/annual leave will remain on the books to be taken at a later time. Employee will not be compensated for actual hours worked plus the non-productive time.

A premium of seventy-five cents (\$.75) per hour shall be paid if an employee is called in to work on his/her day off or a day when he/she was not scheduled to work. This applies only when an employee is called in on the same day without prior notice.

## **ARTICLE 24**

### **CALL BACK POLICY**

Full-time employees called back to work after leaving the work premises or before the next scheduled starting time shall be paid for all hours worked with a minimum of two (2) hours, except when the employee is coming in to perform authorized scheduled work or mandatory in-service training.

## **ARTICLE 25**

### **WAGES**

**Term of Agreement to be three (3) years, with the exception of Article 21 Call outs, Article 25 Wages, including COLA, and Article 28 Health Insurance, which will be negotiated annually.**

1. Effective **June 20, 2010**, all employees shall receive a **two (2.0%)** percent wage increase on their current base rate of pay.

2. Wage Increments for Part Time Employees

Wage increments for current part-time employees as of 01/01/2001 may be authorized after working one calendar year. Any wage increase will be given at the employee's next evaluation. This evaluation date will become the date for his/her annual evaluation and merit increase if authorized. Evaluation dates for new employees hired after 01/01/2001 will be measured annually from their date of hire. **Step increases for FY11 are frozen.**

3. Annually in accordance with the County's step plan, eligible bargaining unit employees **may** receive a step increase in pay in **conjunction with their Anniversary Date. Step increases for employees, if approved, will be effective in the first full pay period of the month. Step increases for FY11 are frozen.**
4. Per Diem stipend for LNA's shall be \$1.00 per hour.
5. Dietary Aides who cover for cooks will be compensated an additional \$2.00/hour while they are performing those duties.
6. **Employees who fill in for Staffing Coordinator which results in higher pay grade, shall receive pay within the higher pay grade.**
7. **For payroll purposes, the work week begins at 11:00:00pm (2300) P.M. Saturday and ends at 10:59:59 (2259) Saturday. Employees are paid on a bi-weekly basis and payday is the Friday following the end of the pay period.**

## **ARTICLE 26**

### **SHIFT & WEEKEND DIFFERENTIALS**

1. Differential and special increments are paid to eligible employees in accordance with the wage schedule in Appendix A attached and incorporated herein.
2. Wage differentials are added to the employee's base rate. Wage differentials shall be paid to an employee who works a minimum of four (4) hours during the evening, night or weekend shift as defined below. Differential payments are as follows:

Evening Shift 3:00PM-11:00PM	\$1.00 per hour
Night Shift 11:00PM-7:00AM	\$2.00 per hour
Weekend Shift	\$1.00 per hour

Weekend Shift is considered to be from 11:00PM Friday through 11:00PM Sunday.
3. Shift differential shall be included in payment of annual leave, holiday pay and sick leave, if the employee normally receives such differential.
4. Shift differentials shall not be paid on any pay-offs of accumulated Sick Leave or Annual Leave at termination/retirement.

## **ARTICLE 27**

### **BENEFIT WAITING PERIOD FOR STATUS CHANGES**

**In the event that a per diem or unbenefited part-time employee has their employment status changed to a benefit eligible status (e.g. 3/5, 4/5, Full-time) and has successfully completed their introductory probation period, the employee will be able to enroll in applicable benefits (e.g. health, dental, life) the**

1<sup>st</sup> of the month following their effective date of their status change or on the same day if the effective date of their status change occurred on the 1<sup>st</sup> of the month. Two example, 1) employee on August 17<sup>th</sup> changes their status to benefit eligible status, On September 1<sup>st</sup> is when they can enroll in applicable benefits and 2) employee on October 1<sup>st</sup> changes their status to a benefit eligible status, October 1<sup>st</sup> is when they can enroll in applicable benefits.

## **ARTICLE 28**

### **HEALTH INSURANCE**

Term or Agreement to be three (3) years, with the exception of Article 21 Call Outs, Article 25 Wages, including COLA, and Article 28 Health Insurance, which will be negotiated annually.

1. The County shall make **health insurance** available through the **Harvard Pilgrim Health Care through Primex<sup>3</sup>** or a comparable plan to **eligible employees consistently working at least twenty four (24) or more hours per week** in accordance with the coverage provisions of the health insurance carrier.

2. Application must be made upon employment or eligibility for benefits for membership to be effective the first of the month following the three (3) full months of employment. Eligibility must occur **before the 15th day** of the month to receive credit for that month. If application is not made as stated above, membership can only be accepted on the County's group anniversary date of July 1 by making application before June 1.

3. Once membership is effective for employees regularly working thirty five (35) or more hours each week, the County and employees shall pay as follows:

Effective **June 20, 2010** current employees hired before September 7, 2003 shall contribute fourteen (14%) per cent of the current (Fiscal Year **2011**) premium as follows:

<b>Single</b>	<b>\$36.47</b>
<b>2-person</b>	<b>\$72.68</b>
<b>Family</b>	<b>\$97.76</b>

Employee share shall be paid each pay period by payroll deduction.

Effective **June 20, 2010** new employees hired on or after September 7, 2003 shall contribute twenty (20%) per cent of the current (Fiscal Year **2011**) premium as follows:

<b>Single</b>	<b>\$52.10</b>
<b>2-person</b>	<b>\$103.83</b>
<b>Family</b>	<b>\$139.66</b>

Employee share shall be paid each pay period by payroll deduction.

Employees regularly working twenty four (24) up to thirty five (35) hours per week may receive coverage at their own expense through payroll deduction.

4. Any and all changes in marital/dependent status must be immediately reported to the **Human Resources Department**, in writing, so that the County will be in compliance with federal regulations relative to coverage continuation. The County reserves the right to recapture, from the employee, the cost of providing erroneous health insurance premiums, due to employee failure to notify Human Resources of such changes.

5. Double Coverage: Married couples both working for the County and eligible for County-paid coverage cannot carry double coverage. They may individually carry single memberships or one spouse may carry the two-person or family membership covering both employees. For those spousal employees who are each, individually, eligible for County-paid coverage and have one joint policy, the County will pay \$900 per year on a pro-rated monthly basis.

6. In lieu of carrying the County health insurance, the County will pay \$1800 per year on a pro-rated monthly basis to any full-time employee who documents active health insurance coverage through a spouse's or other outside health insurance, excluding public assistance.

7. Payment is made on or around the 10<sup>th</sup> of each month for the previous month. The employee must work through the 15<sup>th</sup> of the month for credit for the month (i.e., termination, resignation, or retirement before the 15<sup>th</sup> will void eligibility for that month).

8. **Termination: Employee terminates employment after the first of the month, Grafton County will pay your premium through the end of the month. After that, if you or your spouse/civil union partner, children, elect to continue coverage, employee will have to pay monthly premiums through COBRA. CobraGuard, Primex<sup>3</sup>'s third party COBRA administrator, will issue monthly invoices for continued coverage. Invoices must be paid by the due date indicated on the invoice.**

9. COBRA Extension: Under Federal and State Law, the employee and the employee's spouse/children are entitled to continue group health insurance coverage at the employee's or the employee's spouse/children's own cost at group rates under certain circumstances. Extension is not automatic. **Primex<sup>3</sup>** will make every effort to contact the employee, as soon as practical after notification of qualifying event, advising the employee of the right to extension, at the **current** group rate **as active employees plus a two (2%) percent administration fee as COBRA regulations allow.**

10. Retirement: At age 65, active employees (and spouses/civil union partners as applicable) must apply for Medicare coverage (only Part A is required until you retire) to supplement County coverage. As long as you remain an active employee, you are entitled to the regular group coverage. Once you retire and are at least 65 years of age, you must convert to the **one of two Primex<sup>3</sup> supplemental Medicare plans: Medicare**

**Enhanced or First Seniority Freedom Plan.** We advise that you contact your local Social Security Administration office prior to retirement to make arrangements to obtain Part B of Medicare. Part B is required to obtain **supplemental** coverage. **Note: First Seniority Freedom Plan will no longer be available effective January 1, 2011 and there will be alternate plan available after January 1, 2011.**

**Grafton County will help contribute for retiree's health insurance coverage under the following conditions:**

a. All employees hired on or before June 30, 2007, any employee who has completed 10 years of continuous full-time paid employment during which the employee was eligible (\*) for county-paid medical benefits may receive county-paid medical benefits upon retirement at age 62 or thereafter.

For employees after June 30, 2007, any employee who has completed 20 or more years of continuous full time paid employment during which he/she was eligible (\*) for county-paid medical benefits, may receive county-paid medical benefits upon retirement at age 62 or thereafter.

Any employee who has completed thirty (30) or more years continuous full time paid employment during which the employee was eligible (\*) for county-paid medical benefits may receive county-paid medical benefits upon retirement at age 60 or thereafter.

b. Upon reaching the age of 65, it will be mandatory for the retiree (spouse/civil union partner as applicable) to sign up for Medicare. The County will pay for the retiree only (one person), at the single rate for age 62-65 or age 60-65, whichever applies **as in paragraph a) above**, and for **Freedom First Seniority Plan** at age 65 and over. **If at age 65, retiree selects Medicare Enhanced plan instead of Freedom First Seniority Plan, retiree will pay \$66.99/month for FY11 while the county pays the remainder of the balance. Note: First Seniority Freedom Plan will no longer be available effective January 1, 2011 and there will be alternate plan available after January 1, 2011.**

(\*) An employee will not be ineligible, if otherwise eligible, but not covered by a spouse's/civil union partner's health insurance plan or due to a break in continuous service because of FMLA or Worker's Compensation, provided the employee continues coverage at his/her own expense.

An employee officially retiring under NH Retirement System guidelines under age 62 or **60, whichever applies in accordance with paragraph (a) above**, may continue health insurance coverage at his/her own expense indefinitely.

In the event of employee retirement, the spouse/civil union partner of said employee may elect, at the time of the employee's retirement, to continue health insurance coverage by paying the cost of a one-person membership.

In the event of divorce or legal separation/dissolution of civil union from a retired employee, the spouse/civil union partner of said employee may continue health insurance coverage, at the spouse's expense, under COBRA extension guidelines. Spouses/civil union partners of deceased retirees may indefinitely remain on the County's health insurance at their own expense, provided the retiree/civil union partner were covered by the County's health plan at the time of the retiree's death.

**11. Dependent Coverage: Employees may extend medical coverage for a dependent child up to age 26. The qualified dependent may or may not be considered a qualified tax dependent. A Dependent Child Certification Form will be required to certify the eligibility and tax status of the dependent child. The form is required annually. In order to qualify for dependent coverage to age 26 a dependent must:**

- \* Be under age 26**
- \* Be unmarried**
- \* Not be covered by any other health plan**
- \* Be a resident of NH., or enrolled in an out-of-state public or private Institution of higher education.**

**12. Worker's Compensation: While on Worker's Compensation, County payment for health insurance shall cease after three (3) months. At the end of three (3) months payment after a catastrophic injury, as determined by the County, health insurance may be taken from the sick pay accruals or donations from other employees if the employee has exhausted their sick pay. This shall be on a case by case basis, at the discretion of the County.**

**13. Surviving Dependent Benefit: If a covered employee dies, Primex<sup>3</sup> may continue health coverage without cost to a surviving spouse and/or dependents for a maximum of twelve (12) months under COBRA. In order to be eligible for this benefit:**

- \* The employee's dependents must have been enrolled in the plan prior to the employee's death.**
- \* The employee's death cannot be the result of an act of war or terrorism.**
- \* At the time of death, the subscriber must be an active employee with Grafton County. Retirees or COBRA beneficiaries are not eligible for this benefit.**
- \* All other dependent eligibility requirements must be met.**

**If a covered employee dies while performing the duties of their job, Primex<sup>3</sup> will provide health insurance coverage without cost to the employee's covered dependents. These benefits are provided only if the employee was actively at work at the time of death, the event is eligible for Worker's Compensation death benefits and the employee's dependents were covered under the Plan prior to the employee's death.**

**Coverage continues until the earliest of the following occur:**

- \* A dependent becomes eligible for another health plan;
- \* A dependent no longer meets the eligibility requirements;
- \* A surviving spouse remarries or becomes eligible for Medicare coverage; or
- \* The County no longer participates in the Primex<sup>3</sup> Health Program.

14. Employee Assistance Program: Through Primex's partnership with MKS (EAP Provider), there is a free information and referral service for all of our employees whether or not such employees participate in the County's various health plans.

**Employee Assistance Program** provides confidential, professional counseling, assessment, and referral services to employees and family members dealing with and needing help with personal issues such as marital problems, domestic violence, substance abuse, elder care, emotional illness, and financial problems, etc. **The Employee Assistance Program is staffed by professionally qualified clinicians twenty four (24) hours a day. Callers may contact the Helpline at any time for help with urgent issues. You can access the Employee Assistance Program toll-free by calling 1-888-EAP-PRMX (888-327-7769). To access online resources, visit [www.nhprimex.org/eap](http://www.nhprimex.org/eap) and type in the code "Primex".**

## **ARTICLE 29**

### **DENTAL INSURANCE**

1. Dental insurance shall be available to eligible employees who regularly work at least **twenty four (24)** hours per week and qualifying dependents in accordance with the provisions of the insurance carrier.

2. Application for dental insurance must be made upon employment or eligibility for benefits for membership to be effective the first of the month following three (3) full months of employment/eligibility. Otherwise, membership can only be accepted on the County's group anniversary date (July 01) by applying before June 01. Current provisions are: those eligible for coverage are the employee, spouse and all unmarried children up to the age of 19; coverage **may be** extended for **a dependent child up to age 26** if the child is **under 26, unmarried, and is a resident of NH, or enrolled as a full-time student at an out-of-state** accredited school or college. Eligible children include stepchildren and legally adopted children, provided they are claimed as dependents for federal income tax purposes.

3. Once membership is effective, bi-weekly payroll deductions will be established for coverage for that month. The employee must pay the entire premium for dental coverage. Any changes in family status (birth, adoption, marriage, divorce, death, etc) should be reported to **Human Resources** to adjust premiums, if necessary.

Rates for **FY2011** are:

Employee	\$36.12 per month
Employee & Spouse	\$71.32 per month

Employee & child(ren)	\$80.08 per month
Family	\$115.28 per month

4. Termination of Dental Insurance coverage is effective on the last day of the month following:
- Termination of employment,
  - Regular work week drops below (24) hours,
  - Premiums are not paid,
  - On the 16<sup>th</sup> consecutive date of service in any armed forces,
  - Voluntary cancellation of the policy,
  - Cancellation of the policy by the County or insurance carrier,
  - Cancellation of the policy by the County upon prior notice to the bargaining unit and substantially similar replacement.

### **ARTICLE 30**

#### **LIFE INSURANCE AND OTHER BENEFITS**

1. The County shall make available a life insurance program through **Anthem Life** or a similar program through another carrier. The life insurance program shall be governed by the terms of the policy and the insurance carrier's requirements.

**Anthem Life:** Insurance is available to all employees working at least **twenty four (24)** hours per week, effective the first of the month following three (3) full months of employment or eligibility. For employees consistently working at least **twenty four (24)** hours per week but less than thirty five (35) hours per week, the employees pay 100% of the premium. For employees consistently working thirty five (35) or more hours per week, the **County** pays **\$.60** per week for the Basic Plan I (\$10,000 term life insurance), and the **employee** pays the **balance for Basic Plan 1 and for any additional costs for added coverage.**

Enrollments are done quarterly by a representative of the agency. Premiums are paid via payroll deductions and the premium cost varies depending on the plan(s) selected. This life insurance can be converted to private pay upon an employee's retirement, provided this option is available through the vendor.

Additional amounts of insurance, including extra term life, accidental death and dismemberment, whole life and disability insurance, may be purchased by the employee at his/her own expense. Premiums are paid via payroll deduction and the costs vary depending on the amount of insurance purchased. Coverage is guaranteed, regardless of health status, within the employee's first ninety (90) days of eligibility. After ninety (90) days, coverage is subject to underwriting. Upon termination of employment, the covered employee may opt to convert to a non-group policy and continue premium payments by being directly billed by the insurance agency.



**\* Any employee who currently has Transamerica Life Insurance, which is no longer offered to new employees, will be able to continue purchasing this insurance at their own expense.**

2. The County shall make available a deferred compensation program through **Nationwide** or a similar program through another **carrier**. The deferred compensation program shall be governed by the program requirements of the provider and applicable law. Deferred compensation shall be solely by employee contribution.

3. **Colonial Life offers** accident, cancer, hospital indemnity, and disability insurance are available at the employee's expense. Employees are eligible to apply after completing three (3) full months of employment. Premiums are paid via payroll deductions and the premium cost varies depending on the plan(s) selected.

**\* Any employee who currently has AFLAC Insurance, which is no longer offered to new employees, will be able to continue purchasing this insurance at their own expense.**

4. If the County or carrier/provider cancels or modifies the current life insurance, optional accident/cancer/hospitalization, or deferred compensation benefits, the County shall provide the Union with immediate notice and shall meet to discuss the impact of such change or modification.

5. Credit union services are offered to all employees through the NH Federal Credit Union in Concord, NH. NHFCU is a full service credit union offering a wide range of banking services..

You can become a member by completing a membership application and opening a share (savings) account with a minimum balance. There is also a one-time application fee to cover the cost of processing your application. Deposits are made via payroll deductions, and NHFCU also offers free telephone transaction services.

In addition, members receive \$1,000.00 free accidental death and dismemberment insurance, with additional coverage available at the employee's expense. Once you join the NHFCU, you can retain your membership for life. You may also join the credit union any time by contacting the Human Resources Department.

The County will continue to provide this benefit so long as the benefit is available to the County through the NH Federal Credit Union.

Service Credit Union: SCU offers a wide range of banking and financial services, including free checking accounts. Their local office is at Dartmouth Hitchcock Medical Center, 1 Medical Center Drive, Lebanon, NH 03756. To join SCU, employees must complete a membership application form and open a savings account with an initial deposit of \$50.00. Deposits are federally insured. SCU membership includes \$1,000 of

free accidental death and dismemberment insurance. To open an account with SCU, contact Human Resources for an information packet.

## **ARTICLE 31**

### **FLEXIBLE BENEFIT PLAN**

1. The Flexible Benefit Plan is a Cafeteria Plan under Section 125 of the Internal Revenue Code.
2. Flexible Benefit Plan employees may use before-tax dollars deducted from the employee's salary to pay the following:
  - a. The Premium Offset Plan for payment of the employee's share of the medical and dental insurance premium, if applicable.
  - b. The Dependent Care Reimbursement Plan which provides an account for reimbursement of dependent day daycare expenses, and
  - c. The Health Care Reimbursement Plan which reimburses employees for health care expenses that are not reimbursed from any other source, such as insurance.
3. The amounts contributed to reimbursement accounts or applied to the payment of insurance premiums are not subject to Federal Income or Social Security Taxes.
4. Pay reduction adjustments for insurance premiums (if applicable), Dependent Care, and Health Care Reimbursement will be taken from an employee's gross wages before tax. If an employee elects to participate in the Dependent Care Reimbursement Plan, and/or Health Care Reimbursement, the pay reductions will be taken in equal deductions from each paycheck throughout the year and/or until the Plan maximum, or the maximum designated has been reached. Each time an employee receives a payroll check, an amount equal to the pay reduction will be added to the employee's Dependent Care and/or Health Care reimbursement account.
5. Properly submitted claims are paid on a bi-weekly basis. Dependent Care claims will not be reimbursed, if the claim exceeds the actual funds paid into the employee's account. Forms obtained from the Commissioner's Office must be completed, signed, and returned to the company administering the flexible benefits program on behalf of the County, along with required supporting documentation. Dependent Care and Health Care Reimbursement accounts may be used only for reimbursement of eligible expenses incurred during the Plan Year (July 1 through June 30). Any balance remaining in the account as of ninety (90) days following the end of the Plan year is forfeited.

6. Plan annual maximums are as follows:

- a. Premium Offset Plan – Actual Premium Cost.
- b. Dependent Care Reimbursement - \$5,000.
- c. Health Care Reimbursement Plan - **\$4000.**

7. Each year employees will have the opportunity to enroll in the Plan. Enrollment in the Dependent Care and/or Health Care Reimbursement Plans do not carry forward from one year to the next. Enrollment must be in writing on the form provided and received prior to the first day of the period of coverage (July 1<sup>st</sup>). If an employee fails to return the required enrollment form by July 1<sup>st</sup>, the employee will not be permitted to participate for that plan year.

8. Once an enrollment becomes effective, employees may not change their selection during the Plan Year, except under the following circumstances:

- a. If the premium amount for a health/dental plan significantly increases, an employee may make a corresponding change in salary reduction election, or revoke the election and receive coverage under another health/dental plan with similar coverage (if available).
- b. If the coverage under a health/dental plan is significantly curtailed or ceases, an employee may revoke an election and receive coverage under another health/dental plan with similar coverage (if available).
- c. If an employee has a “Life Event” change in family status, as defined by the Flexible Benefits Plan Provisions and the insurance carriers, the employee may be allowed to revoke their selection and make a new selection for the remainder of the Plan Year. Current provisions are: a change in family status includes marriage or divorce, death of a child, spouse, birth or adoption, termination or commencement of spouse’s employment, change from full-time to part-time (or vice versa) of you or your spouse, a significant change in health/dental coverage of the employee’s or the employee’s spouse attributable to the spouse’s employment. An employee may revoke an election for the balance of the Plan Year and file a new election only if both the revocation and the new election are due to and consistent with the reason that such change was permitted. The employee must make the new selection within thirty (30) days after the date the event occurred which caused the “Life Event” family status change.

9. An employee’s participation in the Plan will cease upon termination of employment or if the employee no longer meets the eligibility requirements.

## **ARTICLE 32**

### **PENSION PLAN**

1. Employees are covered by the State Employer's Retirement System under New Hampshire State Law RSA 100:1-51, and as such, participation is mandatory for all eligible personnel. Employees must work a minimum of thirty-five (35) hours per week to be considered "full-time" and eligible.
2. Eligible employees must apply for membership immediately upon employment, with membership to be effective as of the 1<sup>st</sup> day of employment. In the case of current part-time employees who become eligible, application must be made as soon as full-time status is approved, with membership to be effective the first day of eligibility. Retirement application must be submitted to **Human Resources** before the payroll can be processed.
3. Any member whose hourly work status is reduced to a level below the thirty-five (35) hours minimum standard shall be ineligible for continued membership.
4. Retirement category: Group I – Employee: All full-time employees
5. A summary of the retirement plan will be provided to each employee as they reach full-time status.
6. Employees should contact the New Hampshire Retirement System for all available options when nearing retirement age.
7. **After ten (10) years, the employee has vested interest in the Retirement Plan.**

## **ARTICLE 33**

### **WORKER'S COMPENSATION**

1. **For the same day injuries or illness occur and the manager sends the employee home and/or to seek medical attention, the employee will be paid in full for their scheduled shift and will not have to use any sick leave.** If absent for three (3) full days or less, employees may use Sick Leave for those days. Worker's Compensation pays 60% of the employee's average gross wage and the County will pay 20% - from the employee's **annual** or sick time with the choice being the employee's. This would not take effect unless the employee is out over fourteen (14) days, in which case it would be retroactive to when Worker's Compensation began.
2. While absent from work while on Worker's Compensation, every employee must report to the employee's Supervisor every two (2) weeks. It is the employee's responsibility to seek further medical attention, if required. Subsequent to each doctor's

appointment, a written note and report of outcome must be presented to the Supervisor within five (5) calendar days.

3. Prior to return to work, every employee must present a written doctor's release to employee's Supervisor.

4. County liability for health insurance ceases after three (3) months on Worker's Compensation. All other benefits are suspended as of the effective date of Worker's Compensation. At the end of three (3) months payment after a catastrophic injury, as determined by the County, **full** health insurance **premiums** may be taken from **any accrued time or** donations from other employees if the employee has exhausted their **accrued time**. This shall be on a case by case basis, at the discretion of the County.

5. Time that an employee is off work for a work-related injury or illness will be counted as Family Medical Leave of Absence (FMLA) time.

6. Worker's compensation time runs concurrently with FMLA and **PERSONAL MEDICAL LEAVE**.

### **ARTICLE 34**

#### **ALTERNATIVE WORK DUTY**

1. Alternate duty is defined as transitional work responsibilities of a limited nature designed to bring an employee injured on the job or with a work related illness back to work while accommodating the temporary limitations imposed by the employee's treating physician. Examples include shortened hours or responsibilities with limited walking, bending, standing, or reaching. The specific elements of the work responsibilities are variable as the employee's work capacity increases.

2. Alternative duty assignments are transitional and temporary in nature, normally not to exceed twelve (12) weeks. Any extensions in alternative assignments must be certified as necessary by the attending physician and approved by the Executive Director.

3. Alternate duty will be offered only when the employee's attending physician: (a) certifies that an injury or illness was sustained by the employee at work, (b) describes in detail the limitations imposed on the employee's return to work. The County shall provide the physician with the employee's job description to assist the physician in defining the work limitations.

4. No alternate duty assignment shall be offered to an injured employee unless: (a) a written job description stating the job duties and limitations is signed by the employee and the Supervisor; and at the employee's request may have a Union steward present; and (b) the work performed is deemed by the Supervisor and the Administrator in charge to be necessary to the fulfillment of the County's legal responsibilities.

5. Hours worked in an alternate duty assignment cannot exceed the average number of hours worked prior to the injury.
6. Compensation for alternative duty positions will be paid by the County at 66.67% of the regular position's wage (differential included). Additional compensation of sixty percent (60%) of the difference between the employee's workers' compensation average weekly wage and said County payment shall be paid by the workers' compensation carrier. This is subject to change by the compensation carrier.
7. If returning to work for less than a full eight (8) hour day, the employee **may request to** be paid from the employee's Sick Leave to equal eight (8) hours and then the entire day's pay shall be paid at 66.67% of the regular position wage (differentials included).

### **ARTICLE 35**

#### **LONGEVITY**

1. **For employees hired prior to October 5, 2010**, longevity shall be payable on or before December 31<sup>st</sup>, for any employee who is on the payroll November 30 and has completed over six (6) full years of continuous full-time service prior to midnight November 30 shall be paid annually the sum of **\$100.00** in addition to the employee's normal salary, and an additional **\$100.00** for each additional year of continuous full-time service. **Employees hired after October 5, 2010 will not be eligible for longevity.**
2. Part-time employees **hired prior to October 5, 2010**, will be authorized longevity after working the aggregate total equivalent to a full six (6) years of employment plus an additional year for each additional aggregate full year of service thereafter.
3. Employees leaving in good standing, i.e. not as a result of disciplinary action or without two (2) weeks notice, will be paid longevity on a pro-rated basis at termination of employment. "Pro-rated" means to pro-rate on a monthly basis the amount of longevity an employee has earned' as of the previous November 30, plus pro-rating an additional **\$100.00** accumulating in the current longevity year.
4. An employee **hired prior to October 5, 2010 and is** on an authorized medical leave of Absence on November 30 will be eligible for longevity earned as of the previous November 30, and will be eligible for the additional **\$100.00** pro-rated on the actual hours worked for the current longevity year. Longevity is based on the employee's date of employment, not job anniversary date.
5. In the event of rehire of a retired County employee, previous tenure for longevity does not apply.

**ARTICLE 36**  
**LEAVES OF ABSENCE**  
**FMLA, PERSONAL MEDICAL LEAVE, AND MATERNITY LEAVE**

**INTRODUCTION**

The County recognizes that employees occasionally need to take time away from work to care for important family and medical needs. This FAMILY AND MEDICAL LEAVE policy (**FMLA**) is designed to meet those needs in a manner that is beneficial to employees, their families and the County.

**EMPLOYEE ELIGIBILITY REQUIREMENTS**

1. have been employed for at least twelve (12) months; and
2. have worked at least twelve hundred fifty (1,250) hours during the twelve (12) months preceding the commencement of the leave; and
3. work at a work site where fifty (50) or more employees are employed within seventy-five (75) miles of the work site.

**REASONS FOR LEAVE**

Eligible employees may be entitled to take a leave of absence for the following reasons:

1. The birth of a child or the placement in your home of a child for adoption or for foster care (**NEW CHILD LEAVE**);
2. The need to care for your spouse, son, daughter or parent who has a serious health condition (**FAMILY LEAVE**);
3. A serious health condition that prohibits you from performing essential functions of your job (**EMPLOYEE LEAVE**).
4. **Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of contingency operation.**
5. **To care for your spouse, son, daughter, parent, or next of kin who is a covered service member and is recovering from a serious illness or injury sustained in the line of duty while on active duty.**

## DEFINITION OF SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment or physical or mental condition which involves the following:

1. inpatient care; or
2. period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that involves treatment two (2) or more times by health care provider, by a nurse or physician's assistant under direct supervision of a health care provider or by a health care service under orders of or on referral by a health care provider; or
3. a period of incapacity of more than three (3) consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that involves treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider; or
4. a chronic condition which requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider and continues over an extended period of time (including recurring episodes of a single underlying condition) and may cause episodic absence rather than a continuing period of incapacity (e.g., diabetes, epilepsy); or
5. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under continuing supervision of, but need not be receiving active treatment by a health care provider (e.g., Alzheimer's, a severe stroke); or
6. a period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of or on referral by a health care provider, either for restorative surgery after an accident or other injury or for a condition which would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment (e.g., chemotherapy, radiation, dialysis); or
7. any period of incapacity due to pregnancy or for prenatal care.

## DEFINITIONS OF SERVICEMEMBER:

**The servicemember is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy , in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness. Outpatient status means the assignment of the servicemember to a military medical treatment facility as an outpatient or to a unit**



established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

A qualifying exigency arises out of the employee's spouse, son, daughter or parent is being posted on active duty or being notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. A qualifying exigency includes short-notice development; military events and related activities; childcare and school activities, financial and legal arrangements; counseling; rest and recuperation; and post-deployment activities.

Next of kin is the nearest blood relative to the servicemember.

#### AMOUNT OF LEAVE AVAILABLE

Under "Reasons for Leave" on Page 39, examples 1 thru 4, an eligible employee may take up to twelve (12) weeks of leave in a twelve (12) month period. The amount of leave available is determined by looking at the amount used during the twelve (12) months preceding the date leave would begin; the total amount of leave available in this twelve (12) month period may not exceed twelve (12) weeks. Different rules may apply when both spouses work for the County.

In case of birth of a child or placement of child by foster care or adoption, leave must be taken in consecutive weeks after the child's birth or placement.

Under "Reasons for Leave" on Page 39, example 5, an eligible employee may take one twenty-six (26) week leave period in a single twelve (12) month period. The right to take this leave does not renew once a new twelve (12) month period begins and all this leave must be taken in a single twelve (12) month period, although it may be taken intermittently or on a reduced schedule.

The County has the right to designate as FMLA for all time missed by an employee which would qualify under this policy.

#### NOTIFICATION BY EMPLOYEE

1. Foreseeable Events. The employee must notify Human Resources, by written application, at least thirty (30) days in advance of foreseeable leaves, such as leaves for planned medical treatment or for the employee's child's birth.
2. Unforeseeable Events. For unforeseen events, such as accidental injury causing a serious health condition, premature birth or a sudden change in the employee's health, he/she must notify Human Resources of his/her need for leave as soon as it is possible and practical to do so. In most cases, the employee should notify Human Resources of an unforeseen leave and request an application within one (1) day of when he/she finds out when leave is needed.

3. Failure to Give Notice. Failure to give notice as required may result in delay or denial of FMLA. In the case of foreseeable leaves, the County may delay the leave for up to thirty (30) days from the date the employee notified it of the need to take the FMLA.

#### NOTIFICATION BY THE COUNTY

The County will notify an employee when it designates absences as **FMLA**. In appropriate cases, the County will designate leave as **FMLA** even if not requested by the employee.

#### MEDICAL CERTIFICATION

The employee must submit a Certification of Health Care Provider no later than fifteen (15) days following his/her request for EMPLOYEE LEAVE or FAMILY LEAVE. The Certification of Health Care Provider must be completed by a qualified health care provider.

The County retains the right to have the employee examined by another health care provider (and possibly a third one, if the first two (2) medical opinions are inconsistent) at its expense. The County reserves the right to request periodic additional medical certification during the term of a leave of absence.

#### INTERMITTENT OR REDUCED SCHEDULE

If and only if it is medically necessary, FAMILY LEAVE or EMPLOYEE LEAVE may be taken on an intermittent or reduced schedule basis. Intermittent or reduced schedule leave will be counted on a quarter-hour basis to apply toward the twelve (12) week maximum per twelve (12) months.

The employee must submit a Certification of Health Care Provider to support his/her need for an intermittent or reduced schedule leave. Furthermore, the employee must inform the County of the anticipated treatment schedule and the reasons for the proposed schedule.

The County may require the employee to work in a different position or on a different schedule during the period on an intermittent or reduced schedule leave that will better accommodate the necessities of his/her schedule. The alternative position will have the same pay and benefits as the position held prior to commencement of the leave.

For all leaves involving planned medical treatments, including intermittent and reduced schedule leaves, the employee is obligated to plan for treatments so that they will cause the least disruption to the County.

The County retains the right to deny an intermittent or reduced schedule leave for NEW CHILD LEAVE.

## PAY AND BENEFITS

The **FMLA** LEAVE is unpaid. However, the employee must use sick leave and annual leave, if any, during this leave, unless the leave is running concurrently with Worker's Compensation leave. Sick leave is utilized beginning with the first day of leave. Employees are required to use annual leave when their sick leave is exhausted. Employees must exhaust their own sick leave and annual leave before receiving donated time. Regardless of whether the employee receives pay during the leave, the full amount of leave will be counted toward the twelve (12) week maximum leave available in a twelve (12) month period.

The employee will not accrue any **annual leave, sick time, or holidays** during the **FMLA**. While on leave, the employee may not receive government compensation (unemployment, etc.) or perform work for another employer.

The employee will continue to be covered by the County's group health insurance plan during the FMLA, if he/she pays his/her portion of the premium **or makes prepayment arrangements**. Insurance may stop if the County learns the employee does not intend to return to employment or does not return to employment or does not pay his/her portion of the premium. In some cases, the County may request the employee to reimburse it for any premiums it has paid on his/her behalf during the leave, unless the reason he/she did not return was because of a continued serious health condition or for other reasons beyond his/her control.

## RETURN TO WORK

An employee returning from EMPLOYEE LEAVE must provide written medical certification that he/she is able to resume working. Prior to returning to work, the employee must contact the Human Resources office to submit the written medical clearance to return to work and to determine when to report for duty. Failure to follow these procedures may result in delay when he/she is ready to come back to work. The County may require the employee to submit to a fitness-for-duty exam at its own cost.

The employee will be returned to the same or an equivalent employment position unless he/she has been notified that he/she is a "key employee". The employee will not lose any seniority or benefits because of the leave.

Failure to return to work at the end of the FMLA may be considered a resignation. The County will try to contact the employee and determine why the employee has not returned to work.

## FAILURE TO COMPLY WITH THIS POLICY

If an employee fails to follow the guidelines in the policy or falsifies any information related to the medical certification, his/her leave may be delayed or denied and discipline, up to and including discharge, may result.

## PERSONAL MEDICAL LEAVE

### INTRODUCTION

If an employee meets the eligibility requirements under FMLA (refer to page 39), he/she would fall under FMLA. If the employee does not meet the requirements under FMLA or has used all the allotted time allowable under FMLA, the employee may be eligible for a Personal Medical Leave.

### ELIGIBILITY

New employees must have completed a six (6) month probationary period and have a personal medical condition which keep him/her from working.

There are no requirements for total hours worked (e.g., per diems and unbenefited part-time employees would be eligible for Personal Medical Leave if they completed their six (6) month probationary period).

### AMOUNT OF LEAVE AVAILABLE

An employee may be absent from work for up to four (4) weeks in a twelve (12) month period and a position will be held for him/her.

The amount of **PERSONAL MEDICAL LEAVE** available is determined by looking at the amount of **PERSONAL MEDICAL LEAVE** used during the twelve (12) months preceding the date leave would begin. Additionally, employees who have exhausted their twelve (12) week entitlement under **FMLA** may take up to four (4) weeks of additional **PERSONAL MEDICAL LEAVE** for the same spell of illness of the employee or qualifying family member upon receipt of a specific written statement of need from the patient's treating physician. If a husband and wife are both eligible County employees, they are each entitled to four (4) weeks. **PERSONAL MEDICAL LEAVE** runs concurrent with MATERNITY LEAVE.

The County has the right to designate as **PERSONAL MEDICAL LEAVE** all time missed by an employee which would qualify under this policy.

### NOTIFICATION BY EMPLOYEE

1. Foreseeable Events: The employee must notify Human Resources, by written application, at least thirty (30) days in advance of foreseeable leaves.
2. Unforeseeable Events: For events such as accidental injury or a sudden change in the employee's health, the employee must notify Human Resources of his/her need for leave and request an application as soon as it is possible and practical to do so. In most cases, the employee should notify Human Resources of an unforeseen leave within one day of when he/she finds out leave is needed.

3. Failure to Give Notice: Failure to give notice as required here may result in delay or denial of PERSONAL MEDICAL LEAVE. In the case of foreseeable leaves, the County may delay the leave for up to thirty (30) days from the date the employee notified it of the need to take PERSONAL MEDICAL LEAVE.

#### NOTIFICATION BY THE COUNTY

The County will notify an employee when it designates absences as PERSONAL MEDICAL LEAVE.

In appropriate cases, the County will designate leave as PERSONAL MEDICAL LEAVE even if not requested by the employee.

#### MEDICAL CERTIFICATION

Within seven (7) days of the first day absent for PERSONAL MEDICAL LEAVE, the employee must provide a doctor's statement that the employee cannot work due to a medical condition and the date the employee is expected to be able to return to work. If the employee cannot return on the expected date, he/she must provide another doctor's statement that he/she cannot work and the new date of expected return.

The County retains the right to have the employee examined by another health care provider (and possibly a third one if the first two (2) medical opinions are inconsistent) at its expense. The County reserves the right to request periodic additional doctor's statements during the term of the leave of absence.

#### INTERMITTENT OR REDUCED SCHEDULE

If and only if it is medically necessary, PERSONAL MEDICAL LEAVE may be taken on an intermittent or reduced schedule basis. Intermittent or reduced schedule leave will be counted on a quarter-hour basis to apply toward the four (4) week maximum per twelve (12) months.

The employee must submit a doctor's statement to support his/her need for an intermittent or reduced schedule. Furthermore, the employee must inform the County of the anticipated treatment schedule and the reasons for the proposed schedule.

The County may require the employee to work in a different position or on a different schedule during the period on an intermittent or reduced schedule. The alternative position will have the same base pay and benefits as the position held prior to commencement of the leave.

For all leaves involving planned medical treatments, including intermittent or reduced schedule leaves, the employee is obligated to plan for treatments so that they will cause the least disruption to the County.

## PAY AND BENEFITS

The employee must use accrued **sick leave and annual leave**, if any, during **PERSONAL MEDICAL LEAVE**. Sick leave is utilized beginning with the first day of **PERSONAL MEDICAL LEAVE**. Employees must exhaust their own sick leave and annual leave before receiving donated time. Regardless of whether the employee receives pay during **PERSONAL MEDICAL LEAVE**, the full amount of leave will be counted toward the four (4) week maximum leave available.

The employee will not accrue any holidays, **sick leave, or annual leave** during **PERSONAL MEDICAL LEAVE**. While on **PERSONAL MEDICAL LEAVE**, the employee may not receive government compensation (unemployment, etc.) or perform work for another employer.

If the employee is covered by the County's group health insurance plan, he/she will continue to be covered during **PERSONAL MEDICAL LEAVE** if he/she pays his/her portion of the premium. Insurance may stop if the County learns the employee does not intend to return to employment or does not return, or does not pay his/her portion of the premium. In some cases, the County may request the employee to reimburse it for any premiums it has paid on his/her behalf during the leave, unless the reason he/she did not return was because of a continued medical condition or for other reasons beyond his/her control.

## RETURN TO WORK

An employee returning from **PERSONAL MEDICAL LEAVE** from his/her own illness must provide written medical certification that he/she is able to resume working. Prior to returning from **PERSONAL MEDICAL LEAVE** the employee must contact Human Resources to submit written medical clearance to return to work if required, and to determine when to report for duty. If circumstances change and the employee can return to work sooner than anticipated, the employee must immediately notify Human Resources. Failure to follow these procedures may result in delay when he/she is ready to return to work. The County may require the employee to submit to a fitness-for-duty exam at its expense.

The County will make every effort to return the employee to the same or equivalent position; however, due to business necessity, this cannot be guaranteed. The employee will not lose any seniority or benefits because of the **PERSONAL MEDICAL LEAVE**.

Failure to return to work at the end of the **PERSONAL MEDICAL LEAVE** may be considered a resignation. The County will try to contact the employee and determine why the employee has not returned to work.

## FAILURE TO COMPLY WITH THIS POLICY

If an employee fails to follow the guidelines in the policy or falsifies any information related to the medical certification, his/her leave may be delayed or denied and discipline, up to and including discharge, may result.

## MATERNITY LEAVE

A pregnant employee should let her supervisor know her due date and whether she expects to return to work after the birth. She must provide a specific written doctor's statement setting out any work limitations her condition may require, if any, as well as a written doctor's statement indicating when she should cease work prior to the birth.

### AMOUNT OF LEAVE AVAILABLE

The employee will receive six (6) weeks leave during her time off for MATERNITY LEAVE. If she needs more time off, she must provide a specific, written statement from her doctor stating that she cannot work due to her medical condition.

**If the employee is eligible for FMLA, then she may take time off consistent with that policy.**

The County has the right to designate as MATERNITY LEAVE all time missed by an employee which would qualify under this policy.

### PAY AND BENEFITS

The employee must use **annual leave and sick leave**, if any, during MATERNITY LEAVE. Sick leave is utilized beginning with the first day of MATERNITY LEAVE. Employees must exhaust their own sick leave and annual leave before receiving donated time. Regardless of whether the employee receives pay during MATERNITY LEAVE, the full amount of leave will be counted toward the six (6) week maximum leave available.

The employee will not accrue any benefits during MATERNITY LEAVE. While on MATERNITY LEAVE, the employee may not receive government compensation (unemployment, etc.) or perform work for another employer.

If the employee is covered by the County's group health insurance plan, she will continue to be covered during MATERNITY LEAVE if she pays her portion of the premium. Insurance may stop if the County learns the employee does not intend to return to employment **or** does not return to employment or does not pay her portion of the premium. In some cases, the County may request the employee to reimburse it for any premiums it has paid on her behalf during the leave, unless the reason she did not return to work was because of her continued medical condition or for other reasons beyond her control.

### RETURN TO WORK

The employee is expected to return when she is physically able to work. She must provide written medical certification that she is able to resume working. Prior to returning to work, she must contact the Human Resources office to submit the written medical clearance to return to work and determine when to report for duty. Failure to

follow these procedures may result in a delay when she is ready to return to work. The County may require the employee to submit to a fitness-for-duty exam at its expense.

The employee will be returned to the same or a comparable position, unless business requirements make it impossible, impractical or unreasonable. The employee will not lose any seniority or benefits because of MATERNITY LEAVE.

Failure to return to work at the end of MATERNITY LEAVE may be considered a resignation. The County will try to contact the employee and determine why the employee has not returned to work.

If the employee is eligible for **FMLA**, then she may take time off consistent with that policy.

**FAILURE TO COMPLY WITH THIS POLICY**

If an employee fails to follow guidelines in the policy or falsifies any information related to the medical certification, her leave may be delayed or denied and discipline, up to and including discharge, may result.

**ARTICLE 37**  
**SICK TIME**

1. Full time employees 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:

<u>Accrued Per Month</u>	<u>Accrued Per Year</u>	<u>Maximum Accumulation</u>
1.25 day	15 days	<b>80 days</b>

Employees working a minimum of 3/5 status shall earn sick leave on a prorated basis.

**Any employee who currently has a sick time bank of over 80 days, will be able to keep that balance until they are able to reduce their balance.**

2. Sick leave shall be at the employee's regular base rate of pay (including differentials).

3. Sick leave may be utilized for absences due to illness, injury, exposure to contagious disease, or quarantine. Up to five (5) days of sick leave per calendar year may be used to attend to the sickness or injury of the employee's spouse, child or parent. Sick leave may be used for pre-scheduled and emergency doctor's appointments for the employee, his/her spouse, child or parent only, or dependent as defined by the IRS regulations. It is understood that paid sick leave may also be used during leaves covered by the Family Medical Leave Act in accordance with Article 34 of this Agreement. An employee who is unable to report to work is required to call in each day no less than two (2) hours before the beginning of the shift.



4. Sick leave is earned from the first day of employment and may be used as earned (excluding probationary employees).

5. The County may require an employee who takes three (3) or more consecutive days of sick leave to provide the County with a doctor's certificate certifying said illness or injury, and certifying that said employee is well enough to return to work. The County may also require the employee to furnish a doctor's certificate when sick leave is taken adjacent to a holiday or scheduled days off, or on scheduled annual leave. The employee shall not be paid for said days if the employee fails to comply with said request. Once the provision has been invoked for an employee, said employee will be required to furnish doctor's certificates for a period of six (6) months.

**6. Perfect Attendance Bonus – Effective January 1, 2011, the perfect attendance bonus will no longer be available to employees.**

7. Employees who retire pursuant to the provisions of RSA 100-A shall be paid at their regular base rate of pay for thirty three percent (33%) of their accumulated sick leave to a maximum of twenty (20) days.

Effective 7-01-2007: Maximum days allowed as follows:

Years of Service	Maximum Days Allowed
0-14	Twenty (20) days
15-29	Twenty-five (25) days
30-35	Thirty (30) days
Over 35	Thirty-five (35) days

8. The County may also require a doctor's note for a period of six (6) months where an employee has a pattern of taking sick leave or where an employee has a prior disciplinary record for abuse of sick leave.

9. Sick leave shall not accrue during unpaid leaves of absence and worker's compensation leave.

10. Employees may voluntarily donate **up to forty (40) hours total per fiscal year of annual leave or sick leave** hours only to any employee who exhausts all of the employee's sick leave and annual leave. Documentation will be provided to each employee as to the amount of time donated and used. Also a list provided to the employee receiving the time so they can acknowledge who donated time. Both lists will be provided upon return to work of the employee receiving time.

Annual **or sick** leave hours cannot be donated to probationary employees. An employee who is not eligible for **FMLA OR PERSONAL MEDICAL LEAVE** may only receive a donation of up to five (5) days for family illness (i.e., the employee, his/her spouse, child or parent only). Employees on **approved FMLA or PERSONAL MEDICAL LEAVE**, and have exhausted their accumulated leave time may receive

donated time up to the maximum allowed for their **FMLA twelve (12) weeks** or **PERSONAL MEDICAL LEAVE four (4) weeks**.

11. If an employee has given an oral or written resignation, and then call outs, he/she will not be paid without a doctor's note. Anyone who has resigned may not donate time.

### **ARTICLE 38**

#### **ANNUAL LEAVE**

1. Department employees regularly employed on a full-time basis shall be entitled to annual leave with full pay on the basis of the following schedule:

<u>Years of Service</u>	<u>Accrued Per Month</u>	<u>Days Per Year</u>	<u>Maximum Accumulation</u>
0-4	.84	10	30
5-9	1.25	15	30
10-14	1.67	20	40
15-19	1.75	21	40
20-24	1.83	22	40
25-29	1.92	23	40
30-35	2.00	24	40

2. Department employees regularly employed on a 4/5's basis, shall be entitled to annual leave with full pay on the basis of the following schedule:

<u>Years of Service</u>	<u>Accrued Per Month</u>	<u>Days Per Year</u>	<u>Maximum Accumulation</u>
0-4	.67	8	24
5-9	1.00	12	24
10-14	1.33	16	32
15-19	1.42	17	32
20-24	1.50	18	32
25-29	1.58	19	32
30-35	1.67	20	32

3. Department employees regularly employed on a 3/5's basis shall be entitled to annual leave with full pay on the basis of the following schedule:

<u>Years of Service</u>	<u>Accrued Per Month</u>	<u>Days Per Year</u>	<u>Maximum Accumulation</u>
0-4	.50	6	18
5-9	.75	9	18
10-14	1.00	12	24
15-19	1.08	13	24
20-24	1.17	14	24
25-29	1.25	15	24
30+	1.33	16	24

4. Every full time employee shall be afforded the opportunity to receive two (2) consecutive weeks of annual leave. Upon approval from the supervisor annual leave may be taken in **lesser** increments **then their full shift**.

5. Annual leave of up to two (2) weeks shall be scheduled on the basis of department seniority. To avail oneself the rights of seniority the employee must notify the supervisor in writing prior to April 1<sup>st</sup> of employee's choice of time for annual leave. Employees shall be notified regarding the disposition of their vacation request by April 15. After April 1<sup>st</sup>, leave shall be assigned on a first come basis subject to the needs of the department as determined solely by the County. The employee shall be notified regarding the disposition of their vacation request within fourteen (14) days after the request. Vacation requests whether approved or denied will be passed directly to the employees or sealed in an envelope. Should the time be denied the reason for denial shall be written on the request when it is returned. There will be direct contact providing the employee arranges to pick up the notice from the supervisor while the supervisor is on duty.
6. Employees who have been employed continuously for a period of six (6) months or longer shall be paid at their base rate of pay for any unused accumulated annual leave upon resignation of employment or decrease to per diem status, provided they actually work out a two (2) week written notice. Employees involuntarily terminated by the County or employees who resign or decrease to per diem status without giving and working out at least two (2) weeks written notice shall not be paid for any unused accumulated annual leave upon termination of employment or reduction to per diem status. In the event of a death of an employee said annual leave shall be paid to employee's estate. If an employee is on pre-scheduled vacation and gets sick or needs an emergency or funeral day, the pre-scheduled vacation time is utilized first. Special situations may be reviewed on a case by case basis and determined solely the County.
7. Annual leave is earned from the first day of employment but may only be used as it is accrued and may not be used until the employee has been employed continuously for a period of six (6) months (excluding probationary employees).
8. For licensed nursing assistants, activities aides and dietary, no annual leave shall be granted during the week inclusive of Christmas Day and New Years Day. Employees shall not be granted annual leave for holidays for which the employee is scheduled to work. The Administrator reserves the right to deny or modify any annual leave request in the case of emergency.
9. Only annual leave that has been earned may be used. No employee shall use leave time that has not been earned.
10. Annual Leave shall not accrue during unpaid leaves or absence and workers' compensation.
11. If an employee exceeds the maximum annual leave accrual and would lose annual leave time due to the County not allowing the employee to take their annual leave, such amounts will be allowed to accrue over the maximum and will not be lost.

12. Employees may voluntarily donate **up to forty (40) hours total per fiscal year** of annual leave **or sick leave** hours only to any employee who exhausts all of the employee's sick leave and annual leave. Documentation will be provided to each employee as to the amount of time donated and used. Also a list is provided to the employee receiving the time so they can acknowledge who donated time. Both lists will be provided upon return to work of the employee receiving time.

13. Annual **or sick leave** hours cannot be donated to probationary employees. An employee who is not eligible for **FMLA OR PERSONAL MEDICAL LEAVE** may only receive a donation of up to five (5) days of family illness (i.e. the employee, his/her spouse, child or parent only). Employees on **approved FMLA OR PERSONAL MEDICAL LEAVE** and have exhausted their accumulated leave time may receive donated time up to the maximum allowed for their FMLA **twelve (12) weeks** or **PERSONAL MEDICAL LEAVE four (4) weeks**.

14. If an employee has given an oral or written resignation, they may not donate time of their annual or sick leave hours.

## **ARTICLE 39**

### **HOLIDAYS**

1. Employees working a minimum of 3/5 status must be employed for **three (3) months** before receiving paid holidays. **Any holidays that occur between three (3) to six (6) months of initial employment, if holiday is not taken on actual/legal holiday, the holiday will be paid out automatically in the next pay check. After six (6) months of initial employment, all other holidays are automatically rolled into annual leave if they are not bought back or taken on the actual/legal holiday.**

Per-holiday accrual is based upon the following schedule:

Status	Accrual
Full Time – 40 hours/week	8.00 hours/holiday
4/5 status – 32 hours/week	6.40 hours/holiday
3/5 status – 24 hours/week	4.80 hours/holiday
Full-time 36 hours (12x3)	8.00 hours/holiday
Full-time 35 hours (7x5)	7.00 hours/holiday

If an employee who normally works a twelve (12) hour shift takes the holiday off, he/she will be paid eight (8) hours of holiday pay including shift differentials, if the employee normally receives such differentials and may use four (4) hours of annual leave to make up the difference, the choice being the employee's. If an employee who normally works 3/5 or 4/5 takes a holiday off, he/she will be paid 4.80 hours if 3/5 and 6.40 if 4/5 including shift differentials, if the employee normally receives such differentials and may use annual leave to make up the difference with the choice being the employee's. It is the responsibility of the employee to request the annual leave in writing in the same pay period. If the election is not made within the time frame specified, the annual leave hours will not be paid.

2. To be eligible for holiday pay, an employee must have worked the last **full** scheduled day before, and the first **full** scheduled day after, the **legal** holiday unless on pre-approved, pre-scheduled paid **annual** leave.

3. Call outs shall void holiday pay and the holiday shall not be rescheduled. An employee may be excused for a call-out and not lose their holiday due to extreme circumstances that were beyond the employee's control. This approval shall be based on a case by case basis at the sole discretion of the Grafton County Nursing Home Administrator/designee. This shall apply to the day before the holiday, the actual holiday, and/or the day after the holiday.

4. Recognized holidays are as follows:

New Year's Day	Labor Day
Civil Right Day (floating holiday)	Columbus Day
Election Day (alternate years only)	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas

5. Employees shall work every other holiday and receive an alternate day off to be scheduled by approval of the head of the department. Approval shall not be unreasonably denied. Election Day and the Friday after Thanksgiving are not considered in the alternative holiday schedule. Employees working three (3) twelve (12) hour shifts would receive the same benefits as other full-time employees. These benefits including receiving all designated County holidays. These holidays are paid at eight (8) hours including shift differentials, if the employee normally receives such differentials. Employees who work their twelve (12) hours on a holiday will be paid for the actual hours worked. If these same employees take the holiday off or wish to buy back the holiday they will do so at eight (8) hours straight time. Employees working a twelve (12) hour rotating shift receive every other holiday off. Employees who work set days do not work every other holiday.

If Christmas was your normal holiday off and you are now mandated to work that day, you will be allowed to swap with another LNA, who is willing to work for you, for all or part of that day. You and the other LNA must receive prior approval from the Director of Nurses and sign off on an agreement sheet. All other guidelines for mandatory overtime remain the same.

6. Holidays are automatically rolled into annual leave if they are not bought back within the same pay period or taken on the actual holiday. The buy back does not apply to retroactive holidays, which will automatically roll into annual leave after six (6) months.

7. Employees **are eligible to buy back holidays for actual holiday worked**. If an employee chooses to receive such payment, the employee shall not be given days off.

Holiday buy backs must be pre-approved by the department head and none will be paid in advance. Pay will be calculated at the employee's straight time base rate of pay including any applicable differentials.

8. Time and one half will be paid to employees for all hours worked on the actual Thanksgiving and Christmas holidays. Any employee working eight (8) hours or more on Thanksgiving or Christmas shall be entitled to schedule another day off. Any employee called in on the actual Thanksgiving or Christmas holiday will be compensated at double time with no alternate day off.

9. If an employee is scheduled to work a holiday and calls out on the holiday, he/she may not substitute any other kind of pay, except funeral or approved emergency leave, for the holiday. The day is without pay and the holiday is lost (not rescheduled).

#### **ARTICLE 40**

#### **FUNERAL AND/OR EMERGENCY LEAVE**

An employee shall be entitled to up to three (3) days **(not to exceed 24 hours)** paid leave if a serious emergency or death occurs in the immediate family and the employee is scheduled to work. Such leave must be approved by the Administrator, such approval shall not be unreasonably denied. Immediate family is defined as parents or step-parents, children or step-children, sister, step-sister, brother, step-brother, spouse/live-in partner, son-in-law, daughter-in-law, legal guardian, grandparents, grandchildren, sister-in-law, brother-in-law, and spouse's or live-in partner's parents and grandparents.

#### **ARTICLE 41**

#### **JURY DUTY & CRIME VICTIM EMPLOYMENT LEAVE**

1. Jury Duty: An employee called to serve on county, municipal or federal jury must give advance notice of the need for time off for jury duty. A copy of the summons should accompany the request. Employees must request from the court a certificate of juror's attendance stating the dates the employee served as juror and amounts that will be paid to the employee. Absences for jury duty are not counted as hours worked and therefore do not count toward overtime. The employee shall be reimbursed at the employee's rate of pay, minus any per diem juror's fee **for any day employee is scheduled to work**. The employee retains any mileage fee from the court. Employees are expected to report to work when not needed for jury duty.

2. Crime Victim Employment Leave (RSA:62): Any employee who has been the victim of a crime, felony or misdemeanor, shall be permitted to leave work in order to attend court or legal investigative proceedings associated with the prosecution of the crime. This applies to crimes in which the employee was a victim or is part of the immediate family of a homicide victim or is part of the immediate family of a child under the age of 18 who was a victim or is part of the immediate family of an incompetent adult who was a victim.

A “victim” is any person who suffers direct or threatened physical, emotional, psychological or financial harm as a result of the commission or attempted commission of a crime. “Immediate family” is defined as the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent or legal guardian of the victim, or any person involved in an intimate relationship and residing in the same household as the victim.

To qualify for leave, the employee must provide the employer with copies of written notices of hearings, conferences and meetings the employee must attend as part of the criminal proceedings. The employer is not required to pay employees for this time off; however, the employee may elect to use accrued annual leave, if available, with the decision being the employee’s. If the employee is suffering from injuries resulting from the crime that prevent him or her from working, then he or she may elect to use sick leave. **It is the employee’s responsibility to notify the staffing coordinator or department head within the same pay period if he/she elects to use annual leave.** In cases where an employee became a crime victim in the course of his/her employment, he/she may not use annual leave if he/she is receiving his/her regular pay or being paid under worker’s compensation while participating in related legal proceedings.

While away from work under the provisions of the Crime Victim Employment Leave Act, employees will not lose any seniority. Benefits are handled in the same way that benefits are handled for employees on other types of leave of absence. The employer may limit leave if the employee’s absence will create an “undue hardship” to the employer’s business. The employer will not discharge, threaten or otherwise discriminate against any employee regarding compensation, terms, condition, location or privileges of employment because the employee has exercised his/her right to leave work as provided.

Only the Executive Director, Human Resources Director or Nursing Home Administrator have the authority to limit an employee's leave. It is the County's intention that leave would ordinarily not be limited, except in the cases of unusually long, continuing proceedings. In such cases, the employer's need for the employee to return to work would be reviewed with the affected employee on a case by case basis.

## **ARTICLE 42**

### **MILITARY DUTY**

1. Any regular full-time employee who is a member of any reserve component of the armed forces of the United States, or of the State of New Hampshire, shall, upon request, be entitled to no more than fifteen (15) working days leave of absence in any one (1) calendar year for the purpose of engaging in military drills, training, or other temporary duty under military or naval authority.

2. An employee called to serve on temporary military duty will be reimbursed the difference, if any, of regular pay over military pay. The employee will be returned to the

employee's position and rate of pay upon completion of the duty. Employees make take accrued vacation time in conjunction with military duty.

3. The provisions of this section shall not apply to any such employee who has been inducted or has enlisted in active service in the armed forces of the United States, or for extended period of service.

**4. UNIFORMED SERVICES EMPLOYMENT & RE-EMPLOYMENT RIGHTS ACT**

**An employee who is absent from work due to being engaged in voluntary or involuntary duty in a uniformed service (Army, Navy, Air Force, Marines, Coast Guard, Army National Guard or Air National Guard) has certain job and benefit protection rights. These rights vary depending on the length of the military service. Employees becoming voluntarily and involuntarily engaged in duty in a uniformed service must provide the employer written notice as soon as it is received by the employee. This notice must be in the form of official military orders, training notices or induction papers. After the employee's military service is completed, the employee must notify the employer that he/she is ready to return to work. The time frame for this return to work notification varies depending on the length of the employee's military service. Because rights and notification requirements vary depending on each individual's circumstances, employees should contact the Human Resources Department for information specific to his/her own situation. The employee will not accrue any annual leave time, holidays, or sick leave benefits during the Military Leave.**

**ARTICLE 43**  
**TRAINING**

1. In-service training programs are available, and attendance will be mandated as appropriate. Employees must participate in programs offered in their area of duty; mandatory training sessions are a job requirement. It is understood that in service training programs will be at least thirty (30) consecutive minutes in duration. For any job area that requires certification, failure to maintain certification shall result in termination.

2. The County will pay up to a regular work days wages and expenses for approved job-related, off-premises training and education. Overtime will not be paid on travel time or on hours in excess of the regular workday.

3. If the outside training is mandatory, clocking in and out is required, and the employee will be paid travel time. Overtime will not occur unless forty (40) hours has been worked for the week. Travel time will not be paid for voluntary training sessions.

4. Employees authorized to take extended training to enhance their position or to gain certification for a specific job position will be expected to sign off training costs.



5. LNA's must achieve twelve (12) credits per year prior to the actual date of hire as a LNA. Failure to acquire twelve (12) credits a year, will result in immediate termination.

#### **ARTICLE 44**

#### **EDUCATIONAL ASSISTANCE PROGRAM**

1. County employees who have worked full-time for not less than (1) year are eligible to apply for tuition assistance.

2. Assistance may be granted to permanent part-time employees working at least twenty four (24) hours per week, after completing an aggregate total of 2080 hours (one year) and pro-rated on their 3/5 or 4/5 workweek.

3. Courses must be directly related to the employee's job or enhance the employee's potential advancement to a position within their profession which the individual has a reasonable expectation of achieving.

4. Courses must be from an accredited educational institution. Employees are expected to provide proof of accreditation, course description, enrollment, and cost. Written requests for educational assistance must be approved prior to enrollment.

5. Courses must provide college credits or equivalent certification programs. Employees must maintain passing/transferable grades. Employees must have course recommendation/approval/authorization by the department head and Executive Director. Department heads will present the request through the Executive Director to the Commissioners for authorization.

6. The employee must disclose funding and grants from other educational sources.

7. Grafton County will contribute up to fifty percent (50%) of the registration and tuition fees and instructional material costs for approved courses. Assistance is limited to one course per semester, per employee, provided sufficient funding is available, and not to exceed **one thousand (\$1000)** total per fiscal year for the County share. The Commissioners may limit assistance to one course per employee, per fiscal year, if funding is limited or committed.

8. The employee is to pay full cost of approved course up front. With appropriate receipts and record of final grades, the County will reimburse its share upon receipt of proof of satisfactory completion of the course. To be considered for payment, all receipts and records of final grades must be submitted within ninety (90) days of completion of the course, unless funds are available when requested prior to the employee starting the course.

9. Termination of employment prior to successful completion of course or within one (1) year after completion will nullify County agreement to reimburse.

10. Class attendance and completion of study assignments shall be accomplished outside of the employee's regular working hours.

11. To assist employees who cannot afford up-front tuition payment, the Commissioners may authorize, with documented need, and interest-free loan of up to **\$1000** by signed Promissory Note. The advance funds will be paid directly to the provider and payroll deduction will begin immediately on the amount borrowed in excess of the approved amount of assistance, to be fully repaid within six (6) months. **If the employee successfully completes class with a passing grade of at least a "C", employee will receive up to \$1000 of the loaned amount.**

12. The Promissory Note will include language that if the employee does not pass the course or terminates employment before payment is completed, the County is authorized to deduct the remaining balance from the employee's paychecks.

13. An application form must be completed before the beginning of the course and submitted to the department head for consideration and recommendations.

14. Applications will be reviewed considering relevancy of course to employee's job, tenure, employee's personnel record, job performance, and budgetary constraints.

## **ARTICLE 45**

### **DRUG & ALCOHOL POLICY**

#### **Purpose and Goal**

Grafton County employees are public servants and provide important services that require the ability to think clearly, make sound decisions and react in a manner that protects the safety, health and well-being of all employees, residents, inmates and the public. The County also has a need to protect its property, information, equipment, operations and reputation. We recognize that alcohol and drug use poses a threat to individuals and the County as a whole. Our goal is to establish a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

All county employees should recognize that being under the influence of drugs or alcohol or suffering from the aftereffects of drugs or alcohol while at work can be disruptive, adversely affect the quality of work and job performance, pose serious risks to users and others, and have a negative impact on safety, productivity and morale. The County has no intention of interfering in the private lives of its employees unless involvement with alcohol and/or drugs off the job affects job performance. As a condition of employment, the County requires that employees adhere to a strict policy regarding drugs and alcohol. The County encourages employees to voluntarily seek help for drug and alcohol problems.

### Covered Employees

This policy covers department heads, managers, supervisors, full-time, part-time, spare and per diem employees.

### Applicability

This policy is intended to apply whenever covered employees are representing or conducting business for the County. Therefore, this policy applies during all working hours, whenever conducting business or representing the County, while on County property or at County-sponsored events. While at County-sponsored events such as the annual county conference, employees are permitted to consume alcohol in moderation after working hours. Employees of departments that have internal Standard Operating Procedures must also follow their own departments' SOP manuals regarding professional conduct and prohibited behavior. Employees are not permitted to become impaired or intoxicated.

### Definitions

Alcohol means anything edible or drinkable that contains ethyl alcohol (ethanol), including but not limited to beer, wine and distilled spirits.

County premises means all property of Grafton County, including but not limited to the buildings and surrounding areas on county-owned or leased property, parking lots and storage areas. The term also includes county-owned or leased vehicles and equipment wherever located.

Illegal drug means any drug or controlled substance that is illegal to possess under NHRSA 318-B, the Controlled Drug Act, or legal drugs illegally obtained or used in a manner inconsistent with their intended use and recommended dosage.

Legal drug means any prescribed drug or over-the-counter drug.

Contraband means alcohol, illegal drugs and drug paraphernalia.

Drug paraphernalia means any object or thing as defined in RSA 318-B.

Reasonable suspicion means showing signs that would lead a prudent person to have a suspicion that there has been a violation of this policy. Reasonable suspicion is proof or evidence that is more than a hunch, but less than probable cause, and must be based on specific, objective, articulable facts about the conduct of an individual.

Substance abuse professional means a qualified licensed medical professional, a certified drug and/or alcohol counselor or an accredited treatment facility.

Positive test result for alcohol means a blood alcohol content of .03% or more; for drugs means any result over the U.S. Department of Health and Human Services confirmatory limits.

### Prohibited Behavior

Grafton County prohibits the manufacture, possession (\*), use, sale, transfer or distribution of illegal drugs, drug paraphernalia or alcohol in the workplace, on county premises or at any other facility or another location while on duty, except for duly authorized authorities, e.g., law enforcement, who are permitted to possess illegal drugs, drug paraphernalia or alcohol while performing their duties, and nurses or MNA's who are dispensing alcohol to residents pursuant to a doctor's order. Prohibited conduct will result in disciplinary action, up to and including discharge. (\*) Possession of alcoholic beverages in an unopened container with an unbroken seal securely locked in the employee's vehicle is not prohibited, provided the employee is at least 21 years of age.

Prescription and over-the-counter drugs are not prohibited when used for the purpose intended by the manufacturer and taken in the recommended dosage and/or according to a physician's prescription. In accordance with RSA 318-B:14, I, controlled substances are to be possessed only in the container in which they were dispensed, or with proper ID (RSA 318-B:14, II (b) or in a medication organizer (RSA 318-B:14, II (c)). Any employee taking prescribed or over-the-counter drugs is responsible for consulting with the prescribing physician and/or a pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could negatively affect the employee's job performance or compromise the safety of the employee, co-workers, residents, inmates or the public, it is the employee's responsibility to notify the supervisor and either request a change of duty, if possible, or abstain from working to avoid unsafe situations.

### Notification of Convictions

Any employee who is convicted of an alcohol or drug offense must notify the County in writing within 5 calendar days of the conviction. The County will take appropriate disciplinary action, up to and including discharge, in accordance with applicable personnel policies, collective bargaining agreements (if applicable), rules, regulations and statutes. Whenever an employee is convicted of an alcohol or drug offense, the County will notify appropriate licensing agencies, if required, within 10 days of notification by the employee. Employees of departments that have internal Standard Operating Procedures must also follow their own department's SOP manuals regarding professional conduct and prohibited behavior, i.e., criminal conduct, investigations and personal (non-work-related) contact with law enforcement agencies.

## Searches

Any on-duty supervisor who is highest in the chain of command in his/her department at the time or any county department head may conduct unannounced inspections and searches for drugs and/or alcohol in or on county premises, including but not limited to all property of Grafton County, buildings and surrounding areas on county-owned or leased property, parking lots, storage areas, county-owned or leased vehicles and equipment wherever located. Employees are expected to cooperate. An employee's refusal to sign a consent to search and inspection and to cooperatively facilitate a search and inspection is insubordination and a violation of this policy, and will result in discharge. Every employee is required to sign an acknowledgment of this fact either upon implementation of this policy or upon hire. Search of an employee's pockets, clothing, personal property, lockers, desks, file cabinets, work spaces, equipment and vehicles on county premises while on county business may be made if there is reasonable suspicion that an employee has violated this policy. Employees have no expectation of privacy, including but not limited to the employee's pockets, clothing, personal property, lockers, desks, file cabinets, work spaces, equipment and vehicles in or on county premises / county-owned or leased property.

An employee who is found to possess contraband on county premises while on county business will be subject to discipline up to and including discharge, except for duly authorized authorities, e.g., law enforcement, who are permitted to possess contraband while performing their duties, and nurses who are dispensing alcohol to residents pursuant to a doctor's order.

## Voluntary Treatment

The County strongly encourages persons with drug or alcohol problems to seek immediate treatment. Employees are encouraged to use the Employee Assistance Program, which can provide information on counseling and rehabilitation. If an employee believes he/she has a problem with drugs or alcohol, he/she may seek a leave of absence, in accordance with Grafton County personnel policies or the collective bargaining agreement (if applicable), for the time needed to complete an approved (\*) rehabilitation program at his/her own cost, if not covered by health insurance. The employee will not receive a disciplinary penalty of any kind for this decision. However, this does not apply if, prior to requesting a leave of absence, the employee is a) involved in a situation where a possibility exists he/she may be asked to take a test, or b) is informed by the County he/she will be tested, or c) is tested. (\*) An "approved" rehabilitation program is one that is conducted by a substance abuse professional.

## Drug Testing

Reasonable Suspicion: Employees will be required to participate in a drug and/or alcohol screening when showing signs that would lead a prudent person to have a reasonable suspicion that there has been a violation of this policy. Only the County Attorney, Nursing Home Administrator, Sheriff, Register of Deeds, Human Services Director, Maintenance Superintendent, Corrections Superintendent, Farm Manager,

Human Resources Director, Executive Director or their designees may authorize the test. The person authorizing the test will inform the employee about the facts upon which the suspicion of impairment and the decision to test is based. Employees who are requested to submit to a drug and/or alcohol test will be expected to complete a "Consent / Release" form authorizing an agent of a County-designated facility to perform the test and to release the results to the County. (Sample copies of the "Consent / Release" form is attached.) Refusal to complete and sign a "Consent / Release" and to promptly take a required test as instructed by the employer is insubordination, a violation of this policy, and will result in termination.

Pre-employment: Upon being presented with an offer for employment, all applicants must submit to a drug screen within 2 business days following receipt of the offer. If an applicant has a positive test, fails to appear for the test as instructed by the employer or otherwise violates this policy, the offer of employment will be withdrawn and the applicant may not be considered for employment in the future.

Post-accident: All employees are required to take a drug and/or alcohol test following a work-related injury that results in medical treatment by a licensed physician if the employer has reasonable suspicion to believe the accident was a result of drug or alcohol use. The employer must be able to articulate objective evidence that led the employer to believe the accident was a result of drug or alcohol use.

Substances that will be tested for include but are not limited to alcohol, amphetamines, barbiturates, benzodiazepine, benzoyllecgonine, cannabinoids (THC), cocaine, methadone, methaqualone, opiates, and phencyclidine (PCP). The County uses U.S. Department of Health and Human Services (USDHHS) cut-off levels for drug testing. A confirmed result above the USDHHS cut-off will be considered a positive drug test. A blood alcohol content of .03% or more will be considered a positive alcohol test. Positive results without legitimate explanation are considered violation of this policy.

Testing for the presence of alcohol may be conducted by breath or saliva, the manner to be determined by the testing facility. Testing for the presence of drugs generally will be done by urinalysis. Testing conducted by other authorities, whether by blood, breath or urine, may be used by the County to determine if there has been a violation of this policy.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to USDHHS guidelines at a USDHHS approved laboratory. An initial drug screen which shows positive for drug(s) will be subjected to a confirmatory test. All confirmed positive tests shall be reviewed by the laboratory's Medical Review Officer (MRO), who will offer the employee the opportunity to contest or explain the positive result. Absent a valid explanation, a confirmed positive test results in the conclusion that the employee has violated this policy.

During the period pending receipt and review of final test results, the County reserves the right to suspend the employee without pay and/or place him/her on leave in

accordance with applicable statutes, collective bargaining agreements (if applicable) and Grafton County personnel policies.

**Pre-employment drug screenings is done on site. For all other testing the test site is as follows:**

Test site: Littleton Regional Hospital  
Occupational Health Department  
Phone: 603-444-9294

Employees who are under the age of 18, along with their parent or legal guardian, must sign for receipt of this policy and acknowledge its content. In the event a minor becomes a candidate for drug or alcohol testing, the minor's parent or legal guardian must be contacted and either 1) give written consent for testing before the minor leaves county premises or 2) remove the minor from county premises.

To avoid placing the employee or others in a situation that might endanger the safety of the employee or the public, the County is responsible for transporting the employee to the testing site and back to the employer's work site.

The results of the drug or alcohol test shall be given to the Human Resources Director and will be maintained in a separate confidential file. The following individuals or organizations shall have access to the results of the test: the employee, the employee's department head, the County management, Union or Employee Council representatives if the employee files a grievance, persons participating in the grievance process, the Board of Commissioners, any local, state or federal agency which requests the information or which the County determines should have the information, including but not limited to Workers' Compensation, Employment Security, and any person who uses process of law to secure the results.

### Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help for alcohol and/or drug problems. If, however, an individual violates any part of this policy, the consequences are serious.

Any employee who violates this policy will be immediately removed from duty and suspended without pay and/or placed on leave in accordance with statutes, Grafton County personnel policies (and collective bargaining agreements, if applicable). If he/she tested positive for drugs or alcohol, he/she must seek advice of a substance abuse professional, comply with all recommendations made, and if recommended, seek treatment. The employee must also provide the Director of Human Resources, within five (5) business days of the County's action, a written statement from the substance abuse professional that 1) the employee consulted him/her, 2) whether rehabilitation is recommended, 3) an estimated time frame for treatment, and 4) whether the employee is cooperating and following the substance abuse professional's recommendations.

and/or treatment plan. The Director of Human Resources will advise the employee's department head of the employee's anticipated absence, if any. If the employee fails to seek professional help from a substance abuse professional, follow the substance abuse professional's recommendations and/or treatment plan and present a written statement from the substance abuse professional within a time frame specified by the County or meet the goals of the treatment plan, discharge will result. An employee receiving treatment will be required to present periodic proof, as specified by the County, of on-going treatment while he/she is away from work.

Prior to reinstatement, the employee will be required to present a written statement from the substance abuse professional that the employee has complied with all of the substance abuse professional's recommendations, and, if recommended, is engaged in on-going treatment or has completed a treatment program. Prior to reinstatement, the employee will also be required to pass a fitness-for-duty drug and/or alcohol screening. Failure to do any of these things will result in discharge. The employee will also be subject to on-going, fitness-for-duty follow-up testing for a period of 2 (two) years. Any subsequent violation of this policy or confirmed positive test will result in discharge.

If an employee refuses the screening/test, drinks water or other liquid excessively, alters, adulterates, dilutes or otherwise tampers with the specimen in any way, substitutes the specimen with that from another person or sends an imposter, will not complete and sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test, or if the test result reveals the presence of substances intended to mask the presence of drugs or alcohol, it will constitute failure of the employee to submit to the testing, and shall be considered insubordination and a violation of this policy, and will result in termination. It is understood that an inconclusive test result does not necessarily mean the sample was adulterated.

Time away from work for testing is paid. If the initial or confirmed test is negative, the employee will be paid in full for time missed during any period of unpaid suspension or leave. In the case of employees who have undergone or are undergoing treatment, time used during the regular work day for follow-up testing is also paid. Except under the provisions of the County's Family and Medical Leave of Absence policy (**FMLA**) and the County's Medical Leave policy, The County does not guarantee the availability of work during treatment or after the employee completes treatment if the County determines that no work appropriate for the employee is available or the employee's absence will create a hardship for the employer.

If an employee is the subject of an investigation by Grafton County or by a law enforcement agency because of suspected prohibited alcohol or drug use, he/she may be suspended and/or placed on leave in accordance with statutes, Grafton County personnel policies and the collective bargaining agreement (if applicable) pending completion of the investigation.



#### Rehabilitation:

Rehabilitation assistance given by Grafton County includes the Employee Assistance Program, medical benefits that may be available in the employee's medical benefits plan, if eligible, and use of any leave time available in accordance with statutes, Grafton County personnel policies and collective bargaining agreements (if applicable).

#### Education:

Grafton County will notify its employees of this policy by providing to each employee a copy of the policy, and obtaining a written acknowledgment from each employee that the policy has been received.

#### Support of the Drug and Alcohol Policy:

All employees are expected to support the County's goal of establishing and maintaining a drug free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug free workplace. It is the responsibility of any employee who witnesses a violation of this policy to immediately and confidentially report it to his/her supervisor in accordance with the internal chain of command. If circumstances prohibit this response, then report should be made to the Executive Director, Director of Human Resources or their designee. Failure to do so will result in discipline, up to and including discharge.

In the event that the County determines that it should fund and implement a program of random testing of employees for the purpose of enforcing a drug-free work place policy, the Union hereby agrees to bargain collectively with the County in an effort to create a mutually agreeable system for such testing. Further, the Union agrees not to refuse to bargain on this particular issue if the County makes a request to bargain in mid-term.

In the event of drug testing or the implementation of a random drug testing program, such program shall be in accordance with the Littleton Hospital Occupational Health protocol. Testing results shall remain confidential to the extent possible. The County shall pay for all testing costs.

### **ARTICLE 46**

### **MISCELLANEOUS PROVISIONS**

1. Staff meals: All employees, on all shifts, are eligible to receive staff meals at the Nursing Home facility. Bargaining unit employees will pay equally with other Grafton County employees for meals at the Nursing Home. The charge for all staff meals will be \$3.00 and is limited to one (1) meal per shift during the 30 minute lunch break period outlined under Article 21 (Rest Breaks) contained herein. Those employees working less than a 5 hour shift will also be eligible for staff meals, but will not be allowed to do so on duty. Employees who stay over will be provided meal at no charge.

2. Mileage & Reimbursement of Expenses: Employees will be reimbursed mileage at the current approved County rate for using private automobiles with the prior approval of the Administrator, provided the County vehicle is not available (vouchers must justify use of private car).

a. Actual reasonable expenses for meals (excluding alcoholic beverages) not to exceed \$8.00 for breakfast, **\$15.00** for lunch and **\$25.00** for dinner.

b. Expenses must be itemized with receipts and statement of purpose attached and approved by the Administrator prior to submission for reimbursement.

## **ARTICLE 47**

### **APPLICABILITY CLAUSE**

The terms and conditions in this agreement would supersede any provisions listed in the Grafton County Handbook. If there are any terms and conditions that are not covered in this agreement, then the provisions in the Grafton County Handbook would be applicable to all employees under Article 1.

## **ARTICLE 48**

### **SEPARABILITY CLAUSE**

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or group of employees is held to be contrary to law, then such Article or portion thereof shall be deemed invalid, but all other provisions of the Agreement shall continue in full force and effect.

## **ARTICLE 49**

### **FULL AGREEMENT**

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals 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 opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not 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 this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

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

**ARTICLE 50**  
**DEFINITIONS**

1. County: The term "County" as used in this Agreement refers to the County Administration and/or the administration of the Grafton County Nursing Home.
2. Union: The term "Union" as used in this Agreement refers to the United Electrical Radio and Machine Workers of America (UE) and its affiliate Local 278.
3. Employee: The term "Employee" as used in this Agreement refers to a member of the bargaining unit.
4. Union Representatives: The term "Union Representative" as used in this Agreement refers to employees authorized by the Union for purposes of handling Union business as described herein in Article 3 Union Rights.

**ARTICLE 51**  
**DURATION**

**Term of Agreement to be three (3) years, with the exception of Article 21 Call Outs, Article 25 Wages, including COLA, and Article 28 Health Insurance, which will be negotiated annually.**

1. This Agreement shall become effective upon execution by the parties and shall remain in full force and effect through **June 30, 2013**.
2. Re-negotiation of this Agreement shall be initiated by written notification by one party to the other no later than **October 01, 2012**. The parties shall mutually agree upon a time and place for negotiations and shall commence within thirty (30) days of receipt of such notice. Such written notice shall be deemed given when mailed by certified mail.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have **executed this Agreement on this 5<sup>th</sup> day of October 2010.**

**FOR THE COUNTY:**  
**Grafton County Commissioners**

**FOR THE UNION:**

\_\_\_\_\_  
**Michael Cryans**

\_\_\_\_\_  
**Rachel Clough, UE Field Organizer**

\_\_\_\_\_  
**Raymond S. Burton**

\_\_\_\_\_  
**Annette Davidson, Chief Steward**

\_\_\_\_\_  
**Martha Richards**

\_\_\_\_\_  
**Walter Forsythe, Negotiating Committee**

\_\_\_\_\_  
**Angela Ricker, Negotiating Committee**

## APPENDIX A

### Executive, Management, Administrative, Professional and Office Support Scale Effective June 20, 2010

<b>G4 40% Spread</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
	\$14.80	\$15.24	\$15.70	\$16.17	\$16.66	\$17.16	\$17.67	\$18.20	\$18.75	\$19.31	\$19.89	\$20.49
	Social Services Assistant											
<b>G3 40% Spread</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
	\$13.00	\$13.39	\$13.79	\$14.21	\$14.63	\$15.07	\$15.52	\$15.99	\$16.47	\$16.96	\$17.47	\$18.00
	Medical Transcriptionist											
<b>G2 40% Spread</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
	\$11.22	\$11.56	\$11.90	\$12.26	\$12.63	\$13.01	\$13.40	\$13.80	\$14.21	\$14.64	\$15.08	\$15.53
	Nursing Home Unit Secretary											
<b>G1 40% Spread</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>
	\$9.74	\$10.03	\$10.33	\$10.64	\$10.96	\$11.29	\$11.63	\$11.98	\$12.34	\$12.71	\$13.09	\$13.48
	No positions currently in this grade level											

Wages and Health Insurance Premiums for the 2<sup>nd</sup> and 3<sup>rd</sup> years will be available when negotiated.

Technical, Supervisor, Trades, Crafts, General Labor Scale  
Effective June 20, 2010

<b>G10 35% Spread</b>	<b>Step 1</b> \$15.50	<b>Step 2</b> \$15.97	<b>Step 3</b> \$16.44	<b>Step 4</b> \$16.94	<b>Step 5</b> \$17.45	<b>Step 6</b> \$17.97	<b>Step 7</b> \$18.51	<b>Step 8</b> \$19.06	<b>Step 9</b> \$19.63	<b>Step 10</b> \$20.22	<b>Step 11</b> \$20.83
	No positions currently in this grade level										
<b>G9 35% Spread</b>	<b>Step 1</b> \$14.48	<b>Step 2</b> \$14.91	<b>Step 3</b> \$15.36	<b>Step 4</b> \$15.82	<b>Step 5</b> \$16.30	<b>Step 6</b> \$16.79	<b>Step 7</b> \$17.29	<b>Step 8</b> \$17.81	<b>Step 9</b> \$18.34	<b>Step 10</b> \$18.89	<b>Step 11</b> \$19.46
	No positions currently in this grade level										
<b>G8 35% Spread</b>	<b>Step 1</b> \$13.54	<b>Step 2</b> \$13.95	<b>Step 3</b> \$14.36	<b>Step 4</b> \$14.80	<b>Step 5</b> \$15.24	<b>Step 6</b> \$15.70	<b>Step 7</b> \$16.17	<b>Step 8</b> \$16.65	<b>Step 9</b> \$17.15	<b>Step 10</b> \$17.67	<b>Step 11</b> \$18.20
	MNA										
<b>G7 35% Spread</b>	<b>Step 1</b> \$13.18	<b>Step 2</b> \$13.58	<b>Step 3</b> \$13.98	<b>Step 4</b> \$14.40	<b>Step 5</b> \$14.83	<b>Step 6</b> \$15.28	<b>Step 7</b> \$15.74	<b>Step 8</b> \$16.21	<b>Step 9</b> \$16.70	<b>Step 10</b> \$17.20	<b>Step 11</b> \$17.71
	Cook Nursing Home Staffing Coordinator										
<b>G6 35% Spread</b>	<b>Step 1</b> \$12.30	<b>Step 2</b> \$12.67	<b>Step 3</b> \$13.05	<b>Step 4</b> \$13.44	<b>Step 5</b> \$13.84	<b>Step 6</b> \$14.26	<b>Step 7</b> \$14.69	<b>Step 8</b> \$15.13	<b>Step 9</b> \$15.58	<b>Step 10</b> \$16.05	<b>Step 11</b> \$16.53
	LNA Restorative Aide/LNA										
<b>G5 35% Spread</b>	<b>Step 1</b> \$12.06	<b>Step 2</b> \$12.42	<b>Step 3</b> \$12.79	<b>Step 4</b> \$13.18	<b>Step 5</b> \$13.57	<b>Step 6</b> \$13.98	<b>Step 7</b> \$14.40	<b>Step 8</b> \$14.83	<b>Step 9</b> \$15.28	<b>Step 10</b> \$15.74	<b>Step 11</b> \$16.21
	No positions currently in this grade level										
<b>G4 35% Spread</b>	<b>Step 1</b> \$11.54	<b>Step 2</b> \$11.89	<b>Step 3</b> \$12.24	<b>Step 4</b> \$12.61	<b>Step 5</b> \$12.99	<b>Step 6</b> \$13.38	<b>Step 7</b> \$13.78	<b>Step 8</b> \$14.19	<b>Step 9</b> \$14.62	<b>Step 10</b> \$15.06	<b>Step 11</b> \$15.51
	Certified Activity Aide Laundry Machine Operator Senior Housekeeper										
<b>G3 35% Spread</b>	<b>Step 1</b> \$10.86	<b>Step 2</b> \$11.19	<b>Step 3</b> \$11.52	<b>Step 4</b> \$11.87	<b>Step 5</b> \$12.22	<b>Step 6</b> \$12.59	<b>Step 7</b> \$12.97	<b>Step 8</b> \$13.36	<b>Step 9</b> \$13.76	<b>Step 10</b> \$14.17	<b>Step 11</b> \$14.59
	Certified Housekeeper Nutrition/Dietary Aide Seamstress Uncertified Activity Aide Unit Aide/Paid Feeding Assistant										
<b>G2 35% Spread</b>	<b>Step 1</b> \$10.23	<b>Step 2</b> \$10.54	<b>Step 3</b> \$10.85	<b>Step 4</b> \$11.18	<b>Step 5</b> \$11.51	<b>Step 6</b> \$11.86	<b>Step 7</b> \$12.22	<b>Step 8</b> \$12.58	<b>Step 9</b> \$12.96	<b>Step 10</b> \$13.35	<b>Step 11</b> \$13.75

	Dietary Aide Laundry Aide Unit Aide										
<b>G1 35% Spread</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>
	\$9.72	\$10.01	\$10.31	\$10.62	\$10.94	\$11.27	\$11.61	\$11.95	\$12.31	\$12.68	\$13.06
	No positions currently in this grade level										

Student Bedmakers/ Student Dietary Aides -- \$7.25/hour

### **CHECK-OFF AUTHORIZATION**

To: \_\_\_\_\_

I authorize and direct you to deduct from my biweekly pay, while I am employed by the County in the Unit covered by the collective bargaining Agreement, an amount equal to UE membership dues and assessments (Fair Share) as designated by the Union and to promptly remit the same to UE Local \_\_\_\_\_, United Electrical and Machine Workers of America (UE). I have been informed and understand that, as a condition of employment, I do not have to become a member of the Union. I further understand and have been informed that I must maintain my membership, including the payment of periodic dues for the life of the current collective bargaining Agreement.

This assignment and authorization shall continue until revoked and cannot be revoked unless it is revoked by me within thirty (30) days preceding the expiration of the collective bargaining agreement. Such notice of revocation shall become effective respecting the dues for the month following the month in which such written notice is given.

Revocation shall be effective only if I give the County and UE Local \_\_\_\_\_, United Electrical, Radio & Machine Workers of America (UE) written notice, and it is received and postmarked during the period specified above.

Employee Signature: \_\_\_\_\_

Department: \_\_\_\_\_

Effective Date: \_\_\_\_\_

## **COLLECTIVE BARGAINING SERVICE FEE AGREEMENT**

I, \_\_\_\_\_ in accordance with Article 5 of the Collective Bargaining Agreement between Grafton County Nursing Home and United Electrical, Radio and Machine Workers of America (UE) Local 278, do hereby agree to pay a monthly Collective Bargaining Service Fee that is not to exceed 50% of the amount payable as dues as calculated by the Union. This fee shall be deducted from my paycheck in the same manner as regular UE dues and will be used for the cost of representation, administration and negotiations on my behalf as a bargaining unit member.

Deductions will be taken effective the first pay period of the month of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness