

Collective Bargaining Agreement

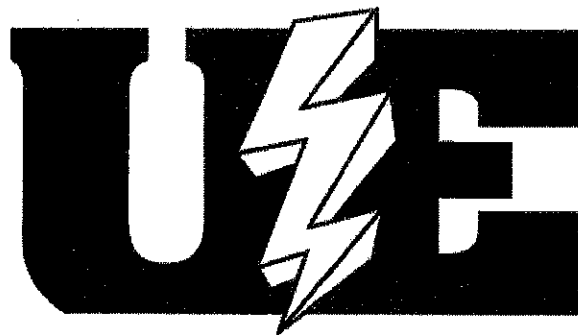
Between:

Grafton County Nursing Home



And

**United Electrical, Radio and Machine
Workers of America, Local 278**



July 1, 2021 to June 30, 2024

ARTICLE	PAGE	ARTICLE	PAGE
Preamble	1	27 Benefit Waiting Period	28
1 Recognition	1	28 Health Insurance	28-32
2 Management Rights	2	29 Dental/Vision Insurance	32-33
3 Union Rights	2-3	30 Life Insurance and Other Benefits	34-35
4 Non-discrimination/Employee Rights	3-4	31 Flexible Benefit Plan	35-37
5 Dues Check Off and Fair Share	4-6	32 Pension Plan	37-38
6 Harassment	6-7	33 Worker's Compensation	38-39
7 Probationary Employees	7	34 Alternative Work Duty	39-40
8 Joint Loss Management Committee	7-8	35 Longevity	40
9 Health and Safety	8	36 Leaves of Absence	41-51
10 Employee Health and Records	8-9	37 Earned Time/Extended Sick Leave	51-56
11 Bulletin Boards	9	38 Holidays	56-57
12 Employment	9-12	39 Funeral and Emergency Leave	57-58
13 No Strike, No Lockout	12-13	40 Jury Duty and Crime Victim Leave	58-59
14 Seniority	13	41 Military Duty	59-60
15 Layoff and Recall	14	42 Training	60-61
16 Job Vacancies/Postings/Promotions	15	43 Educational Assistance Program	61-62
17 Trial Period	15-16	44 Drug and Alcohol Policy	62-70
18 Disciplinary Procedure	16-18	45 Miscellaneous Provisions	70
19 Grievance Procedure	18-21	46 Applicability Clause	70
20 Hours of Work/Overtime	21-23	47 Separability Clause	70
21 Attendance Guidelines	23-25	48 Full Agreement	71
22 Rest Breaks	25	49 Definitions	71
23 Schedule Change/Report in Pay	26	50 Duration	72
24 Call Back Policy	26	Appendix A	73-74
25 Wages	26-27	Appendix B	75
26 Weekend and Shift Differentials	27	Appendix C	76

Appendix D

77

Appendix E

78

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, Certified Activities Aide, Nursing Home Unit Secretary, Unit Aide, Medical Transcriptionist, Cook, Dietary Aide, Restorative Aide, Seamstress, Laundry Aide, Laundry Machine Operator, Housekeeping Aide, and MNA. 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, Office/Finance Manager, Bookkeeper, Secretary, Driver, Purchasing Agent, Dietary Supervisor, Licensed Practical Nurse, Social Services Assistant Restorative Program Coordinator, Environmental Services Director and Maintenance Workers, Assistant Environmental Services Director, Staffing Coordinator 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.

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 (Restricted areas including nursing units and the kitchen) 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, gender identity, 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.

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 voluntarily 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, at which time they will be given a union contract.

It shall be the responsibility of the Union to distribute the Collective Bargaining Agreement to members of the bargaining unit. The Union will provide written receipt to the County for the employee's file.

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 their 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 County Administrator 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.

Reporting: All complaints of harassment, discrimination, and retaliation, should be referred immediately to the Department Head, Human Resources Department, or the

County Administrator, 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.

Mandatory Reporting Procedure: Any employee who has observed, been made aware of, or experienced conduct in violation of this Policy must report the alleged conduct using the Reporting Procedure set forth in this Policy. Do not assume that Grafton County is aware of the problem. Each employee has a responsibility to report discrimination, harassment, and retaliation to the County. It is only through the active involvement of employees that Grafton County can prevent and correct discrimination, harassment, and retaliation in the workplace.

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

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, Employee Locker Room, large bulletin board by the Employee Dining 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 Earned Time and longevity). Per diem employees are expected to be available to work at least five (5) times per month, with two (2) of those times being on a weekend, one (1) major fall/winter holiday (Veteran's Day, Thanksgiving, Christmas, New Year's, President's Day) and one major spring/summer holiday (Memorial Day, July 4th, Labor Day, Columbus Day). The manager has sole discretion whether or not to schedule a per diem employee for any shifts he/she is available. 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 longer accrue from that point on. The employee will retain his/her

anniversary date. All per diem employees will be required to sign the Per Diem Agreement.

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.

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 Earned Time 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.

Temporary staffing adjustments may be applied to meet the needs of the residents 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. It is expected that the evaluation will be completed during the employee's anniversary month. 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. The employee will sign the 3 Day Review Period for Performance Evaluation Form, acknowledging the date received and expected return date of the

Evaluation (see Appendix for Form). 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. The step increase will not be retroactive to the employee's original evaluation date. 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. In writing – by formal letter
- B. 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 15th of the month, the anniversary date will be established as the beginning of that month. If an employment began on or after the 15th 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 15th: employee date of hire would remain December 15th and anniversary date would be January 1st. 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 employee 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 Earned Time 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 three (3) 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. The County shall have the ability to extend the trial period up to an additional three (3) months. The County shall notify the Union of any such extension. 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. **Promotion:** When an employee receives an advancement of their position to a higher job or rank, he/she shall be paid at a rate determined by locating the step in

the new grade that is closest to, but not less than, their current rate of pay pre-promotion and with the ability to add one step at the discretion of the hiring manager. The employee shall have the right to grieve if they feel they are qualified, if denied.

Demotion: An employee who is demoted for proper cause to a position with a lower labor grade for which qualified, shall maintain their current step level. A demotion due to reduction in force, shall result in the employee being paid at the maximum salary range of the lower labor grade. If the maximum salary of the lower labor grade is the same or higher than the salary of the employee demoted, the salary shall remain at a step closest to the current salary with an increase.

Transfers:

If an employee transfers to a position with a lower labor grade by their own application, they will receive a rate of pay at the lower labor grade that is commensurate with job knowledge and experience for the new position at the discretion of the hiring department head.

If an employee transfers to a position within the same labor grade, he/she will maintain the same step and rate of pay.

If an employee transfers to a position within a higher labor grade, he/she will go to the step in the new labor grade closest to what they are currently making and that results in an increase in pay.

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 who has completed their initial probationary period 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 six (6) months after the disciplinary action is taken. All written reprimands shall become invalid one (1) year after the written reprimand. All suspensions shall become invalid two (2) years after the suspension.

6. The Union and the County acknowledge there are circumstances where progressive discipline will be deferred in an effort to address problematic behavior of

Bargaining Unit employees. Instances which the County feel rise to this level of action will be reviewed with the Union and mutually agreed to by the Union and the County.

7. 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.

8. 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.

9. 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.

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

11. Employees are required to sign a Criminal Record Attestation at the time of hire and at their yearly evaluation stating they have not been convicted of a felony in New Hampshire or another state; convicted of sexual assault or other form of violent crime; and that they have never had a finding of fraud, abuse, or exploitation of any person. Failure to notify the administrator of any conviction will result in immediate disciplinary action up to and including termination.

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: Step one (1) grievances are filed verbally with the employee's Supervisor. 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 ten (10) 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 five (5) 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 County Administrator-or the County Administrator'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 County Administrator's or the County Administrator's designee receipt of notification that the Union wishes to advance the grievance, an in-person meeting or phone conference between the County Administrator or the County Administrator'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 County Administrator or the County Administrator'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 County Administrator's decision is unsatisfactory to the grievant and/or the Union, the grievance may be submitted to Step 4 within ten (10) 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 Arbitrator shall be selected by mutual agreement of the County and the Union within fifteen (15) work days of the written notice of appeal. The Arbitration hearing shall be scheduled within thirty (30) days of the written notice of appeal. A hearing before the Arbitrator 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 Arbitrator 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 Arbitrator is to determine interpretation of the specific provisions of this Agreement. There shall be no right in arbitration to obtain and no Arbitrator shall have the power or authority, to add to, detract from, ignore, or modify any terms of this Agreement. The decision of the Arbitrator 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. All employees are expected to work their full shift, regardless of hours scheduled for a particular workday.
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. At the Union's request 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, providing shift swaps do not result in overtime for either party. 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. Employees working beyond their normally scheduled hours are required to complete a Notification of Payroll Change form located in their respective department and give the form to their Department Head for their notification and signature. Any unauthorized overtime will be subject to Article 18 Disciplinary Procedure of this Agreement.

9. Employees who are approved to 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, or employees who are regularly scheduled for double shifts as part of a voluntary arrangement, 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 Earned Time will be compensated at time and one-half (1.5).

11. Holiday and Earned Time 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. Prior to mandating overtime for LNA's, the County shall call through the Per Diem employee list to fill vacancies in the schedule. 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. Every effort shall be made to give employees forty eight (48) hours notice of mandated overtime.

ARTICLE 21

ATTENDANCE GUIDELINES

1. Members of the bargaining unit will be allowed to swap shifts providing shift swaps do not result in overtime for either party. 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.
2. 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.
3. Except in emergency situations, time off must be pre-approved

4. Pre-approved time is not counted against an employee on his/her evaluation.
5. 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.
6. If an employee calls out due to inclement weather, they will be required to use Earned Time if available. If non-essential employees are sent home due to inclement weather, they may use earned time, if available.
7. Call-Out Allowance: For the purposes of this section, each shift the employee calls out, regardless if single or consecutive days, shall be counted towards the allotted number of days based on the employee's weekly hours of work as listed below:

- Employees working thirty-two (32) hours or more shall be entitled to five (5) days per year.

The year shall run in accordance with the employee's evaluation date. Should an employee have more than the allotted number of days at the time of their evaluation, the five (5) days shall drop off and the amount over the limit shall remain on the employee's record.

- Employees working twenty four (24) hours or more shall be entitled to three (3) days per year

The year shall run in accordance with the employee's evaluation date. Should an employee have more than the allotted number of days at the time of their evaluation, the three (3) days shall drop off and the amount over the limit shall remain on the employee's record.

- Employees working less than twenty-four (24) hours (including per diem) shall be entitled to three (3) days per year.

The year shall run in accordance with the employee's evaluation date. Should an employee have more than the allotted number of days at the time of their evaluation, the three (3) days shall drop off and the amount over the limit shall remain on the employee's record.

The first call out taken beyond the allowance (of five (5) days or three (3) days per year) shall result in a verbal warning; a second call out shall result in a written warning; a third call out shall result in a suspension; a fourth call out will result in termination. Employees receiving progressive discipline due to call outs in excess of the above

allowance will have that process reset at the time of their evaluation; however, any call outs above the allotted amount will remain on the employee's record.

If an employee comes to work and asks to be released or is sent home sick by their supervisor prior to completing one half of their normally scheduled shift, it shall be counted towards the above allowance. If the employee completes one half of their normally scheduled shift, it shall not be counted towards the above allowance.

Doctor's certificates/notes do not excuse call outs and those days are counted against the call out allowance. Doctor's certificates will be required when Earned Time is taken adjacent to a holiday or vacation. The employee will not be paid for this time off if they fail to comply with this requirement.

The County may require an employee who has (3) or more consecutive days of call outs 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 call out allowance shall be subject to annual review. The County and the Union agree to continue working together in good faith to create an equitable system for both parties.

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, and/or the Shifthound System. Every effort shall be made to give employees forty eight (48) hours notice of a change to the schedule or requirement to work unscheduled time.

If an employee is scheduled off for Earned Time and is called in to work, he/she will be compensated for actual hours worked, the Earned Time 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

1. 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.

2. 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.
3. Per Diem stipend for LNA's shall be \$1.00 per hour.
4. Dietary Aides who cover for cooks will be compensated an additional \$2.00/hour while they are performing those duties.
5. Employees who fill in for Staffing Coordinator which results in higher pay grade, shall receive pay within the higher pay grade.
6. 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. Employees are required to clock in at the start of each scheduled shift, and clock out at the completion of each scheduled shift.

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 weekend shift as defined below and employees who work a minimum of one (1) hour during the evening or night 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 Earned Time and holiday pay if the employee normally receives such differential. Weekend differential is not included in base rate of pay for Earned Time.
4. Shift differentials shall not be paid on any pay-offs of accumulated Earned Time or Extended Sick 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 1st 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 1st of the month. Two examples, 1) employee on August 17th changes their status to benefit eligible status, On September 1st is when they can enroll in applicable benefits and 2) employee on October 1st changes their status to a benefit eligible status, October 1st is when they can enroll in applicable benefits.

ARTICLE 28
HEALTH INSURANCE

1. Health insurance coverage is available to employees, who may also elect to cover their spouses and dependents. Grafton County offers Anthem Blue Cross Blue Shield, or comparable health insurance, to eligible employees consistently working at least twenty-four (24) hours per week. All employees working twenty-four (24) or more hours per week must file either a signed enrollment application or a refusal of coverage form.

Employees may elect coverage after a sixty (60) day waiting period. Coverage will take affect the 1st of the month following the sixty (60) day waiting period. Applications must be submitted to the Human Resources Department prior to the effective date of coverage.

If there is a qualifying event (i.e., marriage, birth, divorce, death) you can make changes to your Health Insurance. However, documentation and proof of the qualifying event (i.e., marriage certificate or divorce papers) is required and change must take place within 30 days of event. Otherwise, membership can only be accepted or altered on the County's group anniversary date (July 1st) by applying during open enrollment in June.

2. Once membership is effective, the County and employee share the cost of premiums with employees consistently working at least thirty (30) hours per week. Employees working 35 or more hours per week, the County will share the cost of a single, 2 person or family plan. Employees working 30-34 hours per week, the County will share the cost of a single Anthem Site of Service plan. Employees working 30-34 hours per week, would be responsible for the difference in premium if dependents are enrolled. Employees pay their portion through payroll deduction. Employees in a 3/5 status working twenty four (24) to twenty nine (29) hours per week may receive coverage at their own expense, there is no premium share with the County.

3. 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.
4. **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.
5. 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.
6. Payment is made on or around the 10th of each month for the previous month. The employee must work through the 15th of the month for credit for the month (i.e., termination, resignation, or retirement before the 15th will void eligibility for that month).
7. **Termination:** Employee terminates employment after the first of the month, Grafton County will continue to contribute towards employees 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.
8. **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. HealthTrust 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.
9. **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 supplemental Medicare plan offered by the County. The County advises 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.

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 the Supplemental Medicare plan offered by the County at age 65 and over.

(*) 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.

10. 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.

11. 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.

12. Surviving Dependent Benefit: If a covered employee dies, HealthTrust 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, HealthTrust 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 HealthTrust Program.

13. Employee Assistance Program: HealthTrust partners with LifeResources to provide a free Employee Assistance Program to all Grafton County employees (including per diems and unbenefited part-time employees) and family members living within the same household.

This program provides confidential, professional counseling, assessment, and referral services for 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 1-800-759-8122. To access online work/life resources, visit AllOneHealthEAP.com and type in the username healthtrust and password member.

14. HEALTH REIMBURSEMENT ACCOUNT (HRA):

An HRA is an account that Grafton County uses to reimburse employees who are enrolled in the Anthem SOS health insurance plan for deductible expenses they may incur. The HRA will only reimburse for eligible medical deductible expenses. Once an employee enrolls into the health insurance, if they choose the Anthem SOS plan, they will automatically be enrolled into the County's HRA. Only active employees with their dependents are eligible for this benefit.

The deductible for the Anthem SOS plan is \$1,000 for an individual \$2,000 for a 2 person plan and \$3,000 for a family plan. Employees can be reimbursed up to 50% (\$500, \$1,000, \$1500) through the HRA for deductible expenses. The County will be responsible for the first 50% of each individual deductible on the employee's plan and the employee will be responsible for the last 50% of the deductible. The HRA is based on Grafton County's fiscal year.

Eligible HRA claims will automatically be sent to Benefit Strategies from Anthem through a claims feed. There is no manual claims submission necessary.

ARTICLE 29

DENTAL/VISION INSURANCE

Dental insurance is available for eligible employees consistently working at least twenty-four (24) hours per week. All employees working twenty-four (24) or more hours per week must file a signed dental insurance application requesting or refusing coverage. Coverage is effective the first of the month following (60) sixty days of employment/eligibility. Those eligible for coverage are the employee, spouse/civil union partner and all unmarried children up to the age of twenty-six (26). Eligible children include stepchildren and legally adopted children. Once membership is effective, bi-weekly payroll deductions will be established for coverage for that month. The employee is responsible for the entire premium; the County does not contribute anything towards the premium. Any changes in family status (birth, adoption, marriage, divorce, death, etc.) should be reported to Human Resources to adjust the employee's premiums, if necessary. In accordance with Grafton County's contract with

the County's insurance provider, dental insurance premiums are paid with pre-tax dollars.

See Appendix B for current dental insurance payroll deductions.

Termination of dental insurance coverage is effective on the last day of the month during which the earliest of the following occurs:

- *You terminate employment
- *On the 16th consecutive date of service in any armed forces
- *Drop below twenty-four (24) hours weekly
- *Grafton County ceases the policy
- *Premiums are not paid
- *Voluntary cancellation of your policy (at end of plan year)

VISION INSURANCE

Vision insurance is available for eligible employees consistently working at least twenty-four (24) hours per week. All employees working twenty-four (24) or more hours per week must file a signed vision insurance application requesting or refusing coverage. Coverage is effective the first of the month following (60) sixty days of employment/eligibility. Those eligible for coverage are the employee, spouse/civil union partner and all unmarried children up to the age of twenty-six (26). Eligible children include stepchildren and legally adopted children. Once membership is effective, bi-weekly payroll deductions will be established for coverage for that month. The employee is responsible for the entire premium; the County does not contribute anything towards the premium. Any changes in family status (birth, adoption, marriage, divorce, death, etc.) should be reported to Human Resources to adjust the employee's premiums, if necessary. In accordance with Grafton County's contract with the County's insurance provider, vision insurance premiums are paid with pre-tax dollars.

See Appendix B for current vision insurance payroll deductions.

Termination of vision insurance coverage is effective on the last day of the month during which the earliest of the following occurs:

- *You terminate employment
- *On the 16th consecutive date of service in any armed forces
- *Drop below twenty-four (24) hours weekly
- *Grafton County ceases the policy
- *Premiums are not paid
- *Voluntary cancellation of your policy (at end of plan year)

ARTICLE 30
LIFE INSURANCE AND OTHER BENEFITS

1. The County shall make available a life insurance program through Lincoln Financial 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.

Lincoln Financial: Insurance is available to all employees working at least twenty four (24) hours per week, effective the first of the month following (60) sixty days 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 1 (\$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 Great West 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. TransAmerica – This is an optional plan available to all employees working at least twenty-four (24) hours per week. Offerings including accident and cancer insurance are available at the employee's expense. Employees are eligible to apply after completing three (3) full months of employment or at the group re-enrollment in June of each year. Premiums are paid via payroll deductions and the premium cost

varies depending on the plan(s) selected. Short term disability insurance is offered to employees through AFLAC or TransAmerica at the employee's expense.

* Any employee who currently has AFLAC Insurance or Colonial Life 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 unions:**

NH Federal Credit Union: NH Federal Credit Union 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

The Flexible Spending Account is a Cafeteria Plan under Section 125 of the Internal Revenue Code, allowing employees to avoid paying income tax and social security tax on qualified out-of-pocket health care expenses, insurance premiums and

dependent day care expenses. This benefit is available to all employees regularly scheduled to work twenty-four (24) hours or more per week.

Flexible Benefit Plan has three (3) parts:

- * The Premium Conversion Plan which affects how employees pay for their share of medical and dental (if applicable) insurance premiums,
- * The Dependent Care Reimbursement Plan which provides an account for reimbursement of dependent daycare expenses, and
- * The Health Care Flexible Spending Account reimburses employees for health care expenses that are not reimbursed from any other source, such as insurance.

The advantage of the Flexible Benefit Plan is that it allows the employee to elect certain non-taxable benefits as alternatives to cash compensation which would be taxable. The amounts contributed to employee's Flexible Spending Accounts or applied to the payment of insurance premiums are not subject to federal income or social security taxes and can also be excluded from state and local income taxes in most jurisdictions.

Pay reduction adjustments for insurance premiums will be taken from the employee's gross wages before tax, rather than from your net wages after tax. If the employee elects to participate in the Dependent Care Reimbursement Plan, the pay reductions the employee elects will be taken in equal installments from each paycheck throughout the year and/or until the Plan maximum has been reached. Each time the employee receives a payroll check, an amount equal to the pay reduction will be added to your reimbursement account.

Claims for reimbursement may be made by submitting claim forms or by using the debit card issued by our vendor. With the debit card, the employee's claims are submitted electronically by the service provider, which eliminates the need for the employee to submit paper claim forms. Contact Human Resources for claim forms and/or further information about the debit card.

Eligible Employees participating in the Healthcare FSA are eligible to carry over up to \$500 of unused amounts remaining as of the end of a Plan Year (June 30) to the immediately following Plan Year. Any unused balance up to the carryover amount remaining in the Employee's account as of the end of the Plan Year may be used to reimburse the Employee for Qualifying Healthcare Expenses incurred during the immediately following Plan Year. Any balance remaining in your account over the \$500 will be forfeited. Therefore, the employee should carefully anticipate the employee's needs for the plan year and budget conservatively when determining the amount of the employee's salary reduction. Health and dental insurance premium elections are by default, i.e., they will be taken pre-tax unless the employee notifies Grafton County in writing that he/she desires to pay with after-tax dollars.

The plan year runs from July 01 to June 30 of each year. The yearly plan maximums for Fiscal Year 2019 are as follows:

*Premium Offset Plan	Actual Premium Cost.
*Dependent Care Reimbursement Plan	\$5,000
*Health Care Reimbursement Plan	\$2,750

The employee may enroll in the Flexible Benefit Plan upon employment, with participation effective the first day of the month following 60 days of hire as an eligible employee, or at the group re-enrollment in June of each year. Elections do not carry forward from current year to the next. Elections must be in writing on the form provided and received prior to the first day of the period of coverage. If the employee fails to return the required election form, it will be assumed that you have chosen to receive the full amount of your salary, after taxes, in cash.

Once an election becomes effective, it stays in effect until the following plan year. The employee MAY NOT change their election during the plan year, except under the following circumstances:

- * If the employee has a change in family status, the employee may be allowed to revoke their election and submit a new election for the remainder of the plan year. A change in family status includes marriage or divorce, death of a child or spouse, birth or adoption, termination or commencement of spouse's employment, change from full-time to part-time (or vice-versa) of the employee or the employee's spouse, a significant change in health/dental coverage of the employee or the employee's spouse attributable to the spouse's employment.

An employee may revoke your election for the balance of a 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. An employee must make your new election within thirty (30) days after the date the event occurred which caused your family status to change.

An employee's participation in the Plan will cease upon termination of their employment, unless that employee elects to continue participation under COBRA, 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 1st 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. A retirement application must be submitted to the Human Resources Department before the payroll can be processed.
4. 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.
5. Retirement category: Group I – Employee: All full-time employees
6. A summary of the retirement plan will be provided to each employee as they reach full-time status.
7. Employees should contact the New Hampshire Retirement System for all available options when nearing retirement age.
8. 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 Earned Time. If absent for three (3) full days or less, employees may use Earned Time 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 earned time or extended sick leave 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 County Administrator.

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 Earned Time 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 31st, 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 40-41, 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 41, 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 meet with their Department Head prior to submitting their application for FMLA. Once that meeting is completed an application should be submitted to Human Resources at least thirty (30) days in advance of foreseeable leaves, such as leaves for planned medical treatment, son/daughter being called to active duty, 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 their Department Head and 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 their Department Head and 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 Earned Time and Extended Sick Leave, if any, during this leave, unless the leave is running concurrently with Worker's Compensation leave. Extended Sick Leave is utilized beginning with the first day of leave. Employees are required to use Earned Time when their Extended Sick Leave is exhausted. Employees must exhaust their own Earned Time and Extended Sick 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 Earned Time, extended 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 FMLA 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 be eligible to 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. Applications for this extension will be considered on a case by case basis when extreme and extenuating circumstances exist. The decision will be at the sole discretion of the Grafton County County

Administrator or designee. 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 their Department Head prior to submitting their application for Personal Medical Leave. Once that meeting is completed an application should be submitted to Human Resources at least thirty (30) days in advance of foreseeable Personal Medical Leave.
2. Unforeseeable Events: For events such as accidental injury or a sudden change in the employee's health, the employee must notify their Department Head and 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 their Department Head and 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 Earned Time and Extended Sick Leave, if any, during PERSONAL MEDICAL LEAVE. Extended Sick Leave is utilized beginning with the first day of PERSONAL MEDICAL LEAVE. Employees must exhaust their own Earned Time and Extended Sick Time 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, Earned Time, or Extended Sick Time 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 Earned Time and Extended Sick Time, if any, during MATERNITY LEAVE. Extended Sick Time is utilized beginning with the first day of MATERNITY LEAVE. Employees must exhaust their own Earned Time and Extended Sick Time 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 **EARNED TIME/EXTENDED SICK LEAVE**

A) Overview: The Earned Time program recognizes varying needs of employees to receive time off based on individual preferences and circumstances by allowing employees the greatest possible flexibility in determining when and how their paid time off benefits are used. At the same time, this program allows Grafton County to better meet the commitment to deliver uninterrupted, high-quality service through better staff management by assuring that most absences will be scheduled in advance.

Earned Time, therefore, provides employees with maximum control over their own benefit time, promotes a high degree of trust between managers and employees, reinforces the importance of planning and scheduling absences, rewards good attendance, and simplifies the administration of paid time off benefits.

In the event of an emergency, a Manager may cancel Earned Time when unable to staff the department by other means.

Every full time employee shall be afforded the opportunity to receive two (2) consecutive weeks of Earned Time. Upon approval from the supervisor Earned Time may be taken in lesser increments than their full shift.

Subject to staffing levels, every bargaining unit employee shall be afforded Earned Time of up to two (2) weeks to be scheduled on the basis of department seniority. To avail oneself the rights of seniority the employee must submit the request by April 15th for preferred summer vacation time (which covers from June 1 through October 31), and by September 15th for preferred winter vacation time (which covers time from November 1 through May 31.) After the specified deadline dates earned time requests will be granted on a first come-first serve basis and based on the needs of the department. The Employer is responsible for notifying each employee (who has submitted an earned time request for "preferred time") regarding the status of his/her request on, or before, April 30th and September 30th, respectively. The employee shall be notified regarding the disposition of their vacation request within fourteen (7) 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.

For licensed nursing assistants, activities aides and dietary, no pre-scheduled Earned Time shall be granted during the week inclusive of Christmas Day and New Year's Day. Employees shall not be granted Earned Time for holidays for which the employee is scheduled to work. The Administrator reserves the right to deny or modify any Earned Time request in the case of emergency.

B) Eligibility: Full-time employees are eligible for earned time and extended sick leave benefits. Employees who are at 3/5 or 4/5 status shall be eligible for earned time and extended sick leave benefits at lower accrual rates, on a pro-rated basis.

Earned time and extended sick leave begin accruing upon first day of employment. Employees may not use earned time or extended sick leave until satisfactory completion of six (6) months of employment. Employees may not take more than 40 consecutive hours of earned time until completion of one (1) year of employment.

Earned time or extended sick leave is paid at the employee's current base rate of pay, including differentials if you are normally scheduled for 2nd or 3rd shifts. Weekend differential is not included in base rate of pay for ET and Extended sick leave purposes.

C) Employment Status Change: If an employee's status changes (e.g. per diem to full-time) and he/she has completed their initial six (6) month waiting period, the employee would have earned time benefits begin accruing immediately and be able to use as time is accrued. However, the employee's anniversary date for benefit accruals would become the date their status change became effective and there would be a full five (5) year waiting period before their accrual rate increases.

D) Donations: If an employee has exhausted his/her accrued benefits they may be eligible to receive donated time from other employees. This is not guaranteed and will be considered on a case by case basis when extreme and extenuating circumstances exist. This decision will be at the sole discretion of the County Administrator or designee. If approved, employees may donate time to said employee from their Earned Time bank. If donated time is granted an employee who is not eligible for FMLA (see 6:1 on page 37) may only receive donation of up to five (5) days for their own illness or family illness (as defined in FMLA). Employees on FMLA who have exhausted their accumulated Earned Time and extended sick leave may receive donated time only up to the number of hours they have remaining in their FMLA entitlement. Earned time may not be donated to probationary or per diem employees.

E) Maximum: Earned Time will accumulate to 300 hours for full-time, 240 hours for 4/5 employees, and 180 hours for 3/5 employees. Extended sick leave will accumulate to 640 hours for full-time, 512 hours for 4/5, 384 hours for 3/5. In circumstances where an employee is at maximum bank limit for accrued earned time (300 hours), the Nursing Home Administrator may request a temporary exception to the County Administrator to allow the employee to continue to accumulate earned time above the maximum limit. There must be a qualifying reason for the request such as the department is short staffed. If approved by the County Administrator, it is meant to be temporary until time off can be granted and only applies to earned time and not extended sick leave.

F) Buy Back:

Employees are permitted to exchange a maximum of forty (40) hours of earned time for forty (40) hours of pay, calculated at base rate, on the first payroll in June annually. Employees must have used a minimum of eighty (80) hours of pre-approved scheduled earned time during the year April to April preceding (call outs, unscheduled ET, FMLA and Holiday time shall not count towards the eighty (80) hours) and a minimum of one hundred sixty (160) hours must remain in the ET account. If extreme circumstances arise that prohibit an employee from taking ET that has been previously approved by a department head may approve the time an employee is called back from a previously approved leave towards the eighty (80) hours. Request forms for the buy back may be obtained from the Human Resources Office and should be returned to the Human Resources Office no later than May 10th of each year to receive a buy back for that year.

G) Procedure: Earned Time may be used for personal or family illness or accident, or for vacation and/or personal reasons. The taking of Earned Time for vacation and/or personal reasons must be scheduled in advance with the approval of the employee's supervisor, except in the case of an emergency. When an employee is unable to report for a shift due to personal or family illness, he/she will give at least two (2) hours' notice, except in extreme and unforeseeable circumstances, to their Manager or Supervisor or the Supervisor on duty prior to the commencement of their shift.

If an employee is on a pre-scheduled vacation and becomes ill or has an emergency, the pre-scheduled vacation time must be used before using extended sick leave or emergency leave. If, in advance, an employee picks up an extra shift and/or fills a need on the schedule when he/she is scheduled for an earned time day, he/she will not be paid for both. The scheduled earned time will remain in the earned time bank for use at another time.

For FMLA, Medical, or Maternity Leave of absences, there are specific procedures on using earned time and extended sick leave (see chapter 6 starting on page 37). For an extended illness not eligible for FMLA (i.e. Flu), employees

must use three (3) days of earned time and present doctor's note before utilizing the extended sick time bank.

Only Earned Time/Extended sick leave that has been earned may be used. No employee shall use leave time that has not been earned.

Earned Time/Extended Sick leave shall not accrue during unpaid leaves or absence and workers' compensation.

G) Accrual:

Earned Time combines traditional vacation, personal, and sick benefits into one bank of Earned Time hours. Earned Time is accrued for all hourly employees in accordance with the schedule listed below:

YEARS	FULL TIME	4/5 STATUS	3/5 STATUS
1 - 5	<p>Earned Time 18 days/144 hrs 5.54/pay period</p> <p>Extended Sick Bank 10 Days/80 hrs. 3.08/pay period</p>	<p>Earned Time 14 days/112 hrs. 4.31/pay period</p> <p>Extended Sick Bank 8 Days/64 hrs. 2.46/pay period</p>	<p>Earned Time 11 days/88 hrs. 3.38/pay period</p> <p>Extended Sick Bank 6 Days/48 hrs. 1.85/pay period</p>
6 - 10	<p>Earned Time 23 days/184 hrs 7.08/pay period</p> <p>Extended Sick Bank 10 Days/80 hrs. 3.08/pay period</p>	<p>Earned Time 18 days/144 hrs. 5.54/pay period</p> <p>Extended Sick Bank 8 Days/64 hrs. 2.46/pay period</p>	<p>Earned Time 14 days/112 hrs. 4.31/pay period</p> <p>Extended Sick Bank 6 Days/48 hrs. 1.85/pay period</p>
11-15	<p>Earned Time 28 days/224 hrs 8.62/pay period</p> <p>Extended Sick Bank 10 Days/80 hrs. 3.08/pay period</p>	<p>Earned Time 22 days/176 hrs. 6.77/pay period</p> <p>Extended Sick Bank 8 Days/64 hrs. 2.46/pay period</p>	<p>Earned Time 17 days/136 hrs. 5.23/pay period</p> <p>Extended Sick Bank 6 Days/48 hrs. 1.85/pay period</p>

16-20	<p>Earned Time 29 days/232 hrs 8.92/pay period</p> <p>Extended Sick Bank 10 Days/80 hrs. 3.08/pay period</p>	<p>Earned Time 23 days/184 hrs. 7.08/pay period</p> <p>Extended Sick Bank 8 Days/64 hrs. 2.46/pay period</p>	<p>Earned Time 18 days/144 hrs. 5.54/pay period</p> <p>Extended Sick Bank 6 Days/48 hrs. 1.85/pay period</p>
21-25	<p>Earned Time 30 days/240 hrs 9.23/pay period</p> <p>Extended Sick Bank 10 Days/80 hrs. 3.08/pay period</p>	<p>Earned Time 24 days/192 hrs. 7.38/pay period</p> <p>Extended Sick Bank 8 Days/64 hrs. 2.46/pay period</p>	<p>Earned Time 19 days/152 hrs. 5.85/pay period</p> <p>Extended Sick Bank 6 Days/48 hrs. 1.85/pay period</p>
26-30	<p>Earned Time 31 days/248 hrs 9.54/pay period</p> <p>Extended Sick Bank 10 Days/80 hrs. 3.08/pay period</p>	<p>Earned Time 25 days/200 hrs. 7.69/pay period</p> <p>Extended Sick Bank 8 Days/64 hrs. 2.46/pay period</p>	<p>Earned Time 20 days/160 hrs. 6.15/pay period</p> <p>Extended Sick Bank 6 Days/48 hrs. 1.85/pay period</p>
31-35	<p>Earned Time 32 days/256 hrs 9.85/pay period</p> <p>Extended Sick Bank 10 Days/80 hrs. 3.08/pay period</p>	<p>Earned Time 26 days/208 hrs. 8.00/pay period</p> <p>Extended Sick Bank 8 Days/64 hrs. 2.46/pay period</p>	<p>Earned Time 21 days/168 hrs. 6.46/pay period</p> <p>Extended Sick Bank 6 Days/48 hrs. 1.85/pay period</p>

H) Benefits at resignation/retirement:

Upon resignation in good standing (with two (2) weeks written notice and not as a result of disciplinary action), and having completed one year of service, an hourly employee is eligible to receive a lump-sum payment of all unused, accrued Earned Time at the current base rate of pay.

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

Upon retirement, under NH Retirement system guidelines or upon age 65, an employee is eligible to receive a lump-sum payment of all unused, accrued Earned Time at the current base rate of pay. The employee is also eligible to receive payment of up to 1/3 the number of days remaining in his/her Extended Sick leave bank, as follows:

0-9 years of service, not to exceed twenty (20) days

10 or more years of service, not to exceed twenty-seven (27) days

I) Abuse:

Earned Time abuse is based on, but not limited to, track record, excessive use and absenteeism, repeated use with days off, holidays, vacation, etc. Abuse of privileges is subject to warning and disciplinary action. Managers may deny pay for unwarranted use of Earned Time where a pattern of abuse is prevalent.

If an employee is determined to have abused Earned Time, a warning may be issued immediately. If the abuse is not corrected, the employee will be subject to suspension and/or involuntary termination of employment.

**ARTICLE 38
HOLIDAYS**

<u>HOLIDAYS</u>		
New Year's Day	Independence Day	Thanksgiving Day
Civil Rights Day	Labor Day	Friday after Thanksgiving
Presidents' Day	Columbus Day	Christmas
Memorial Day	Veterans Day	Election Day

An individual working a minimum of 3/5 status must be employed for three (3) months before benefit takes effect.

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 holiday unless on pre-approved, pre-scheduled time off, or at the discretion of the Department Head upon review of the individual circumstance (documentation may be required). Any call-out situation for all departments, with the exception of the above, will void holiday pay. The employee will be required to use Earned Time, if available, for the lost holiday to maintain their employment status. If no Earned Time is available, the day is without pay.

If a holiday occurs during an employee's pre-approved, pre-scheduled Earned Time day off, the absence on the day of the holiday will be counted as a holiday and will not reduce the employee's accrued leave. Employees out on FMLA, Medical Leave and Earned Time do not receive holiday pay.

In the Nursing Home, for seven (7) days a week departments, every other holiday is to be worked. (*Civil Rights Day, Election Day, and the Friday After Thanksgiving are excluded as alternates for scheduling); if a holiday falls on your usual day off, but it is your holiday to work, your day off will be rescheduled within the same pay period.

If an employees has the holiday off, they will be paid for the regularly scheduled hours for that day. (i.e., if you are scheduled to work 8 hours you will be paid 8 hours holiday pay; if you are scheduled 12 hours you will be paid 12 hours of holiday pay.)

The County reserves the right to schedule work on an observed holiday. Thanksgiving and Christmas holidays are paid at time and a half. Hourly employees who work on a scheduled holiday shall be compensated by the rate of pay for the specific holiday and by an additional number of actual hours worked at the employee's base rate of pay plus applicable differentials.

Part time and per diem employees who work on a holiday shall be compensated by the rate of pay for the specific holiday and by an additional number of actual hours worked at the employee's base rate of pay plus applicable differentials.

If, in advance, an employee picks up an extra shift and/or fills a need on the schedule, or is called in to work any portion of a holiday due to a callout, weather, etc. when he/she is scheduled for the holiday off, he/she will be paid double time for the hours worked and straight holiday pay for any remaining hours left in the shift, up to eight (8) hours.

When a holiday falls on the regularly assigned day off for an hourly employee, such employee shall be compensated by his/her regular base rate of pay plus applicable differentials for the number of regularly scheduled hours. These holiday hours will not count towards overtime hours. For seven (7) day/week departments, when a holiday falls on the hourly employee's regularly assigned day off, the employee's day off will be rescheduled within the week that they holiday occurs.

Floating Holidays: Election Day and the Day after Thanksgiving will be floating holidays for bargaining unit members. Only benefitted employees are eligible for the floating holiday benefit. All benefitted employees (3/5, 4/5 or full-time) who have either worked the actual day of the floating holiday or are off on the actual date and it is their regularly scheduled day off, shall have (Election Day and the Day after Thanksgiving) automatically put into their Earned Time bank.

ARTICLE 39

FUNERAL AND/OR EMERGENCY LEAVE

An employee shall be entitled to up to five (5) days (not to exceed 40 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:

Spouse	Live-in partner
Children	Step-children
Parents	Step-parents

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:

Son-in-law	Daughter-in-law
Grandchildren	Grandparents
Great Grandparents	Step-sister
Sister	Step-brother
Brother	Brother-in-law
Sister-in-law	
Legal guardian	
Spouse's Live-in partner's Parents	
Spouse's Live-in partner's Grandparents	

ARTICLE 40

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 Earned Time, 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 Earned Time. 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 Earned Time. In cases where an employee became a crime victim in the course of his/her employment, he/she may not use Earned Time 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, County Administrator, 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 41

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 Earned Time time, holidays, or Earned Time benefits during the Military Leave.

ARTICLE 42
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 43

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, or to do a career change by allowing employees to train for a different position within the entire Grafton County Complex.

4. Courses must be from an accredited educational institution or an approved training program through the New Hampshire Board of Nursing. 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 County Administrator. Department heads will present the request through the County Administrator 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 44

DRUG & ALCOHOL POLICY

Purpose and Goal

Grafton County Nursing Home 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 and the public. 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 nursing home 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. Grafton County Nursing Home 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, Grafton County requires that employees adhere to a strict policy regarding drugs and alcohol. Grafton County encourages employees to voluntarily seek help for drug and alcohol problems.

Covered Employees

This policy covers department heads, full-time, part-time, per diem and contract employees.

Applicability

This policy is intended to apply whenever covered employees and contractors are representing Grafton County Nursing Home. Therefore, this policy applies during all working hours, whenever conducting business or representing the nursing home, 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 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 Nursing Home 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 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 -, 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 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 nursing home administrator or their designee in within 5 calendar days of the conviction. The administrator or designee 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 nursing home will notify appropriate licensing agencies, if required, within 10 days of notification by the employee.

Searches

The nursing home administrator or designee, has the authority to initiate unannounced inspections and searches for drugs and/or alcohol in the nursing home 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 and storage areas. 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 nurses who are dispensing medication or alcohol to residents pursuant to a doctor's order.

Voluntary Treatment

Grafton County Nursing Home 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 of violation of this policy. Only the Nursing Home Administrator, or their designee 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 facility to perform the test and to release the results to the County. (A 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). Grafton 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.

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 nursing home administrator, Grafton 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 nursing home administrator or their designee, 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 Grafton 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 Grafton 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 Grafton County's Family and Medical Leave of Absence policy (FM Leave) 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 the nursing home 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 Nursing Home 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. This will be done on a yearly basis during the employee's annual review.

Grafton County Nursing Home Medication Handling Policies:

Nurses and MNAs handling medications during the course of carrying out their assigned job duties are not subject to this policy. Answers to questions pertaining to the ordering, storage and safe handling of medications can be found in the Medication Ordering and Receiving and Medication Storage In The Facility policies, which are located on each of the units.

Support of the Drug and Alcohol Policy:

All employees are expected to support Grafton County Nursing Home'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 Grafton County Executive Director, Director of Human Resources or their designee. Failure to do so will result in discipline, up to and including discharge.

ARTICLE 45
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. Reimbursement for meals (excluding alcoholic beverages) is not to exceed \$50 per day.

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

ARTICLE 46
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 47
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 50
DURATION

Term of Agreement to be three (3) years, with the exception of Article 25 (wages/shift differentials), Article 28 (health insurance), and Article 21 (attendance guidelines).

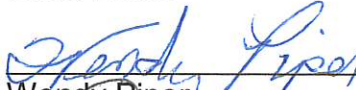
Re-negotiation of this Agreement shall be initiated by written notification by one party to the other no later than January 1, 2024. The parties shall mutually agree upon a time and place for negotiations and shall commence within thirty (30) days of receipt of such notice. Such written notice shall be deemed given when mailed by certified mail.

IN WITNESS WHEREOF the parties hereto by their authorized representatives have executed this Agreement on this _____.

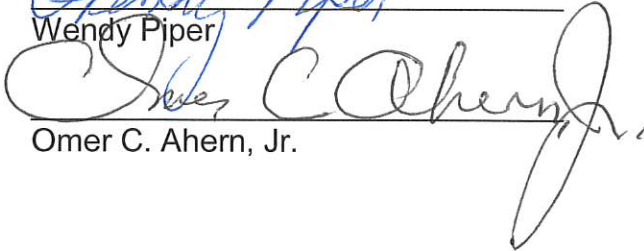
FOR THE COUNTY:
GRAFTON COUNTY COMMISSIONERS:



Linda Lauer



Wendy Piper

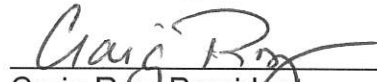


Omer C. Ahern, Jr.

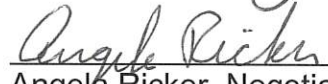
FOR THE UNION:



Rachel Clough, UE Field Organizer



Craig Roy, President



Angela Ricker, Negotiator

ARTICLE 48
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 49
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.

APPENDIX A

Grafton County
 Executive, Management, Administrative, Professional and Office Support Scale
 Bargaining Unit
 Effective June 20, 2021

G4	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
40%	\$17.83	\$18.36	\$18.92	\$19.48	\$20.07	\$20.67	\$21.29	\$21.93	\$22.59	\$23.26	\$23.96	\$24.68
Spread	Medical Transcriptionist											
G3	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
40%	\$15.65	\$16.12	\$16.60	\$17.10	\$17.61	\$18.14	\$18.69	\$19.25	\$19.82	\$20.42	\$21.03	\$21.66
Spread	Health Information Support Tech											
G2	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
40%	\$13.52	\$13.93	\$14.34	\$14.77	\$15.22	\$15.67	\$16.14	\$16.63	\$17.13	\$17.64	\$18.17	\$18.71
Spread	Nursing Home Unit Secretary											
G1	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
40%	\$11.74	\$12.09	\$12.45	\$12.83	\$13.21	\$13.61	\$14.02	\$14.44	\$14.87	\$15.32	\$15.78	\$16.25
Spread	No positions currently in this grade level											

Grafton County

Technical, Supervisor, Trades, Crafts, General Labor Scale
Bargaining Unit
Effective June 20, 2021

G10 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$18.65	\$19.21	\$19.79	\$20.38	\$20.99	\$21.62	\$22.27	\$22.94	\$23.63	\$24.33	\$25.06
No positions currently in this grade level											
G9 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$17.45	\$17.97	\$18.51	\$19.07	\$19.64	\$20.23	\$20.84	\$21.46	\$22.11	\$22.77	\$23.45
MNA											
G8 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$16.31	\$16.80	\$17.30	\$17.82	\$18.36	\$18.91	\$19.47	\$20.06	\$20.66	\$21.28	\$21.92
LNA III											
G7 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$15.87	\$16.35	\$16.84	\$17.34	\$17.86	\$18.40	\$18.95	\$19.52	\$20.10	\$20.71	\$21.33
Cook LNA II											
G6 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$14.81	\$15.25	\$15.71	\$16.18	\$16.67	\$17.17	\$17.68	\$18.21	\$18.76	\$19.32	\$19.90
LNA I Restorative Aide/LNA											
G5 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$14.54	\$14.98	\$15.43	\$15.89	\$16.36	\$16.86	\$17.36	\$17.88	\$18.42	\$18.97	\$19.54
No position currently in this grade level											
G4 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$13.92	\$14.34	\$14.77	\$15.21	\$15.67	\$16.14	\$16.62	\$17.12	\$17.63	\$18.16	\$18.71
Certified Activity Aide Laundry Machine Operator											
G3 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$13.09	\$13.48	\$13.89	\$14.30	\$14.73	\$15.17	\$15.63	\$16.10	\$16.58	\$17.08	\$17.59
Certified Housekeeper Seamstress Unit Aide/Paid Feeding Assistant											
G2 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$12.33	\$12.70	\$13.08	\$13.47	\$13.88	\$14.29	\$14.72	\$15.16	\$15.62	\$16.09	\$16.57
Dietary Aide Laundry Aide Unit Aide											
G1 35% Spread	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
	\$11.72	\$12.07	\$12.43	\$12.81	\$13.19	\$13.59	\$13.99	\$14.41	\$14.85	\$15.29	\$15.75
No positions currently in this grade level											

APPENDIX B

HEALTH; DENTAL AND VISION COSTS

Vision insurance premiums for Fiscal Year 2022 are as follows for all employees in 3/5, 4/5 or full-time status:

Employee	\$2.59 per payroll
Employee & Spouse	\$4.93 per payroll
Employee & Child(ren)	\$5.19 per payroll
Family	\$7.63 per payroll

Vision insurance premiums are deducted out of every pay period

Dental insurance premiums for Fiscal Year 2022 are as follows for all employees in 3/5, 4/5 or full-time status:

Single	\$ 16.82 per payroll
Employee & Spouse/civil union partner	\$ 33.41 per payroll
Employee & Child(ren)	\$ 39.03 per payroll
Family	\$ 55.44 per payroll

Dental insurance premiums are deducted out of every pay period.

Health Insurance premiums for Fiscal Year 2022 are as follows for full-time employees:

Employees hired before 07/01/03 contribute 15% of the total premium.

Single Plan	\$ 63.00 per payroll
Two-Person Plan	\$126.00 per payroll
Family Plan	\$170.09 per payroll

Employees hired on or after 7/1/03 contribute 20% of the total premium.

Single Plan	\$ 84.00 per payroll
Two-Person Plan	\$167.99 per payroll
Family Plan	\$226.79 per payroll

All employees regardless of date of hire who choose to enroll in the Site of Service 20/40/1000 Plan contribute 12% of total premium.

Single Plan	\$41.34 per payroll
Two-Person Plan	\$82.68 per payroll
Family Plan	\$111.62 per payroll

Health insurance premiums are deducted out of every pay period.

Employees working 3/5 or 4/5 status contact Human Resources for rates.

APPENDIX C

**GRAFTON COUNTY
HUMAN RESOURCES DEPARTMENT**

3 DAY REVIEW PERIOD FOR PERFORMANCE EVALUATIONS

I, _____, understand that as a bargaining
(Employee Name)

unit employee that I am entitled to review my performance evaluation for no less

than three (3) work days prior to formal presentation of the evaluation. I have had the opportunity to review my evaluation.

I am receiving my copy of the evaluation on ___/___/___ and will have it returned

to my supervisor on or before the third work day ___/___/___.

Failure to return this evaluation can result in disciplinary action up to and including termination.

(Employee Signature)

(Date)

(Witness Signature)

(Date)

Distribution instructions: Signed original stapled to employee's evaluation

APPENDIX D
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: _____

APPENDIX E
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