# AGREEMENT BETWEEN

# THE MERRIMACK COUNTY NURSING HOME

# AND

# THE INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL, UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1046

**January 1, 2016 – June 30, 2017**

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## PREAMBLE

An agreement between the International Chemical Workers Union Council, United Food & Commercial Workers Union, and its Local 1046 (hereinafter referred to as the "Union") and the County of Merrimack, State of New Hampshire (hereinafter referred to as the "County".) and collectively referred to as the "Parties".

## ARTICLE 1
## RECOGNITION

A. The County recognizes the Union as the exclusive bargaining agent within the meaning of RSA 273-A for all full-time regular and part-time regular employees in the positions of Registered Nurse, Licensed Practical Nurse, Certified Nursing Assistant, Medical Nursing Assistant, Social Worker, Certified Occupational Therapy Assistant, Occupational Therapy Aide, Beautician, Barber, Activities Aide I and II, Bus Coordinator/Recreation Aide, Admissions Secretary, Transportation Assistant/Courier, Unit Clerk, Unit Aide, Sterilization Technician, Resident Assistant, Restorative Aide, Pharmacy Assistant, and Pharmacy Technician and MDS Assistant as certified by the Public Employee Labor Relations Board Case No. M-0738 dated June 18, 1997 and amended April 24, 2001 and October 21, 2003. Additionally it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this agreement: the Administrator, Assistant Nursing Home Administrator, Director of Administrative Services, Director of Nursing, Assistant Director of Nursing, Quality Assurance/Infection Control Coordinator, Staff Developer, Unit Coordinator, Supervisor, Administrative Assistant for Nursing Services, Nursing Services Secretary, Pharmacist, Director of Social Services, Director of Rehabilitation Services, Director of Activities, Coordinator of Volunteer Services, Resident Account Manager, Medical Records Secretary, Personnel Assistant, Office Assistant, Receptionist, all other supervisors and professional employees; and all confidential employees, per diem employees, temporary employees, probationary employees or persons employed seasonally, irregularly or on call.

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

## ARTICLE 2
## MANAGEMENT RIGHTS

Except as specifically limited or abridged by the terms of this Agreement, the management of the Merrimack 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 Merrimack 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 statues and/or ordinances, as well as all rights, responsibilities and prerogatives relating to, including, but not limited to, the direction of the work force, the establishment of rules and regulations, the right to hire, supervise, discipline or discharge, relieving employees from duty, 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 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. 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
## EMPLOYEE RIGHTS

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

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

C. Both the Union and the County agree that no employee will be discriminated against because of race, religion, sex, disability, age, color, national origin, citizenship, marital status or sexual orientation. 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.

## ARTICLE 4
## UNION SECURITY

A. DUES CHECKOFF Upon receipt of a written assignment and authorization signed by the employee on a form furnished by the Union and approved by the County, the County shall deduct from wages due such employee, monthly dues, for the cost of representation and collective bargaining, in such amounts as may from time to time be fixed by the Union in accordance with its Constitution and Bylaws, and certified by the Union to the County as so fixed.

The County shall forward the aggregate amount of such deductions made each month (together with an itemized list showing from whom and for what such deductions are made) to the Financial Secretary-Treasurer of the Union not later than the 15th day of the month.

The deduction dates shall be each pay period of the month. If the employee receives no pay in a pay period of the month or has received insufficient wages to cover the monthly fee, such deduction shall be made from the first pay the employee receives following that date, provided the wages are sufficient to pay the deductions.

The Union agrees to save the County harmless from all claims arising from Union payroll deduction.

B. UNION REPRESENTATION The County agrees to recognize one (1) Union Steward and one (1) alternate for each shift and one (1) Chief Steward duly authorized by the Union. The function of the Stewards shall be to aid in the investigation and adjustment of employee grievances or potential grievances related to the collective bargaining agreement. The Union will furnish the names of the Union officials at the facility to the County and shall keep the list current.

C. USE OF WORK TIME The stewards, with the approval of the Administrator or the Administrator's designee, shall be permitted a reasonable amount of time, during work hours, without loss of time or pay to carry out their responsibilities to the employees in the unit insofar as this activity does not interfere with the performance of the steward's normal duties or the duties of other employees. The Union agrees that it shall guard against the use of excessive time.

D. VISITATION Staff representatives of the International Union, with the permission of the Administrator, shall be allowed to visit employees during break times and lunch periods to confer on conditions of employment and contract administration. The union agrees that resident care will not be interrupted and visits shall not take place in resident care areas, unless mutually agreed to.

## ARTICLE 5
## NO STRIKE, NO LOCKOUT

A. The union agrees that no strike will be authorized by any officer, agent, or member of the union. 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. The County will not lock out any employees.

B. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section A 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 6
## PROBATIONARY PERIOD

A "Probationary Employee" as used herein shall mean a newly hired employee who will be on probation for the first six (6) months from the employee's date of hire. The probationary period may be extended for an additional six (6) months, at the County's discretion. During the probationary period and any extension thereof, the employee shall not be considered a "Regular Employee" and the employee may be disciplined and/or discharged with or without cause at the discretion of the County. Human Resources will notify the Union of all bargaining unit members whose status has changed from "Probationary" to "Regular" on a monthly basis.

Probationary employees shall not be covered by the terms of this agreement and shall not be entitled to representation by the Union. If the employee is retained after the probationary period and any extension thereof, the employee shall become a "Regular Employee".

## ARTICLE 7
## SENIORITY

The County and the Union affirm that seniority is a principle of employment which gives preference to one employee over another based on length of continuous service. Seniority shall be defined as an employee's length of service from the employee's date of hire at the Merrimack County Nursing Home, and shall be counted from the employee's last period of unbroken service and shall be in accordance with the following provisions:

1. Employees who have successfully completed their probationary period and who have become regular employees shall have their seniority begin from the time of the shift on the day the employee started work (date of hire). In the event that more than one employee started work on the same shift and day, the lowest social security number shall determine the employee's seniority.
2. Absence from work due to sickness, military service plus ninety (90) days, or an approved leave of absence shall not affect an employee's seniority.
3. Seniority shall terminate upon the occurrence of one of the following events:
   a. Resigns, retires, or is discharged from employment and not returned through the grievance procedure.
   b. Lay-off for one (1) year.
   c. Failure to return from lay-off within fourteen (14) calendar days of receipt of notification, unless prevented from return by documented medical incapacity.
   d. Absence due to non-occupational illness or accident in excess of eighteen (18) months.

## ARTICLE 8
## LAYOFF AND RECALL

A. In the event of layoff, the County shall layoff employees according to seniority within job classifications, beginning with least senior employee in the affected job classification. It is understood that an employee retained must be qualified (as determined solely by the County to perform the available work, or the least senior employee in the job classification shall not be laid off.

B. Employees who have been laid off shall be given the opportunity to fill available vacant positions, provided that the employee is qualified to perform the available work. If qualifications are equal, as determined solely by the

County, the most senior employee by classification shall be given the opportunity to fill the position.

C. Employees who have been laid off who are not qualified to fill available vacant positions, or if there are no available vacant positions, such employee may displace (bump) another employee in a different job classification with less seniority provided the employee is qualified, for the displaced employee's position.

D. In the event of recall, employees shall be recalled in the reverse order of lay off in each job classification, provided that the employee is qualified to perform the available work. Recalled employees shall be mailed a recall notice by certified mail return receipt requested, to the last known address on County records. It shall be the laid-off employee's responsibility to update such mailing address as necessary. An employee who fails to return to work within fourteen (14) calendar days of receipt of the recall notice shall lose all recall rights. Recall rights shall continue for one (1) year after the date of lay off of the employee. Recalled employees who return to work within one (1) year of lay off shall be reinstated with seniority and benefits (in the case of insurances in accordance with policy terms) in effect at the date of lay off.

## ARTICLE 9
## BULLETIN BOARDS

The County agrees to provide space on its bulletin boards in designated areas for Local 1046 to use to convey information to the membership, including space in one (1) locked bulletin board as designated by the Administrator. Employees and/or the Union shall not post notices of a derogatory, libelous, or profane nature and shall be limited to actual Union activity. Employees and/or the Union shall not post Union notices at any other locations other than the approved Union bulletin boards.

## ARTICLE 10
## SAFETY AND HEALTH

A. The parties agree that a Joint Labor/Management Fire and Safety Committee shall be established in the unit comprised of twenty (20) members; ten (10) appointed by the Union and ten (10) appointed by the County. The purpose of this committee is to bring to the attention of the County areas where conditions detrimental to health and/or safety exist and make recommendations for the elimination of same.

B. The County agrees to provide appropriate training and equipment for the safety of Nursing Home employees in accordance with RSA 281 A:64 of the

New Hampshire State Statues. Such training may include, but not necessarily be limited to fire safety, CPR, suppression techniques and techniques for dealing with unusual situations which might threaten the life or safety of any resident or employee. The Joint Labor/Management Fire and Safety Committee shall convene to implement this provision. It is specifically agreed that this Section and exercise of any of the provisions established in this Section are not subject to the Grievance Procedure.

C. The County will endeavor to provide and maintain safe working conditions and the employees agree to follow all safety rules. The Union will cooperate to that end and encourage the employees, at all times, to perform their assigned tasks in a safe manner. It is understood that employees will report unsafe or unhealthy conditions to their supervisor and the Union as soon as it becomes known.

## ARTICLE 11
## CONSULTATION

To insure the realization of the purposes of this agreement, the Union and the County shall meet to discuss matters of mutual concern and share views and/or make suggestions on subjects of interest arising out of the Agreement and the employment relationship. At the consultation meeting the Union shall be entitled to up to five (5) representatives from the Union appointed by the Union, and the County shall be entitled to three (3) representatives, unless additional representatives are permitted by prior agreement. Consultation may be requested by either party, in writing, stating the reasons for the requested meeting and the proposed agenda or topic of consultation. Meetings will be scheduled quarterly or more frequently, if needed, provided there is at least one (1) week advance notice.

## ARTICLE 12
## HOURS OF WORK AND OVERTIME

A. The hours of work for bargaining unit personnel, shall generally be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. The hours of work for bargaining unit personnel shall be governed by nursing home policy pertaining to shift coverage and assignments.

One Licensed Nursing Assistant position from each regular shift (total of 3 positions) will be designated as a Monday through Friday position with no required weekend shifts.

B. OVERTIME Employees shall be compensated at the rate of one (1) and one-half (1/2) their regular straight time rate of pay for all hours worked in

excess of forty (40) hours in a work week or eight (8) hours in a work day, except for special shifts with scheduled work days in excess of eight (8) hours (for example: Baylor Program) for which overtime shall be for hours worked in excess of the scheduled work day. The distribution of overtime shall be as follows:

1. Scheduled Overtime: Overtime, of 4 hours or more, will be offered based on seniority within each classification, within each pay period. An overtime request schedule will be posted prior to each pay period. Each employee will indicate on that schedule which overtime shifts he/she is requesting. Overtime will be assigned from that overtime request schedule on the basis of seniority and the anticipated need of the facility. Requesting overtime on the overtime request schedule does not guarantee assignment of overtime shifts. Overtime hours are based on the need of the facility and need for overtime is at the sole discretion of the County. If the need for overtime hours change, the County may cancel assigned overtime hours with 18 hours advance notice. Unfilled overtime, not requested on the overtime request schedule, will be filled on a first request basis, without regard to seniority.

2. Unscheduled Overtime: Unscheduled overtime, of 4 hours or more, will be first offered to employees who requested overtime for that shift on the overtime request schedule. In the event that all shifts cannot be filled from the overtime request schedule, each unit will be notified of available overtime. Overtime will be offered to on duty employees on a first request basis, without regard for seniority. Employees reporting to work within Two (2) hours of their notification of unscheduled overtime shall be paid from the beginning of the shift for which the overtime is to be worked.

3. Overtime of less than (4) hours duration shall be filled by on duty volunteers, without regard to seniority. If there are multiple first requests, seniority will prevail.

4. Scheduling Procedure: The overtime scheduling procedure set forth herein shall be utilized when the shifts are not filled by MCNH employees, including Registry Personnel. When shifts remain unfilled after utilization of the procedures set forth herein the County, at its discretion, shall fill such shifts with agency/pool personnel.

5. Overtime hours shall be denied to any employee who has been scheduled or worked more than sixteen (16) hours in one twenty-four (24) period or more than ten (10) days consecutively without at least one day off.

C. MEALS AND REST BREAKS - A thirty (30) minute paid meal break will be provided based on hours scheduled to work. Paid rest breaks of fifteen (15) minutes will be provided based on hours scheduled to work. Employees shall be entitled to rest breaks and meal breaks based on the number of hours scheduled to work as outlined in the following table:

| HOURS SCHEDULED TO WORK* | REST BREAKS | MEALS |
|---|---|---|
| 4 up to 5 | 1 | 0 |
| More than 5 but less than 8 | 1 | 1 |
| 8 but less than 12 | 2 | 1 |
| 12 but less than 14 | 3 | 2 |
| 14 up to 16 | 4 | 2 |

*The 30 minute meal break shall be considered as work time and employees must be available for duty, if needed. The meal break shall also be used for the purpose of determining the Hours Scheduled to Work in the above table.

The exact time of the rest break will be determined by the employee's immediate supervisor. Rest breaks and meals shall not be taken on the floors, unless approved by a supervisor or management's designee.

D. EMPLOYEE MEETINGS Employees required to attend employee meetings and/or training sessions on a shift other than their scheduled shift shall be paid in accordance with the provisions of section B of this Article.

## ARTICLE 13
## WORKERS' COMPENSATION

A. In the case of an injury or occupational disease to an employee sustained in the performance of their duties, the County will pay compensation at the employee's rate for the time lost for the balance of the employee's shift on which the injury occurred. In the event that said injury or occupational disease occurs on the job and is compensable under Workers' Compensation, the employee shall be placed on Workers' Compensation Leave and shall be paid by the County's Workers' Compensation Insurance carrier. In order that the employee's income will not be interrupted by delayed receipt of Workers' Compensation, the County will permit the employee to use accrued sick leave then vacation leave to continue to receive the employee's regular net pay, in accordance with current County policy.

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

1. The employee requests reinstatement
2. The employee is capable of performing the duties of the position, as determined by the attending physician; and
3. The position exists and is available.

C. The County shall provide Alternative Work Opportunities (light duty) as determined by the Administrator, in accordance with the Merrimack County Worker's Compensation Insurance Temporary Alternative Duty Program (5/27/04, as amended) said opportunities being consistent with the employee's limitations, as certified by the attending physician, and the appropriate provisions of R.S.A. 281-A:64, and rules promulgated by the New Hampshire Department of Labor.

## ARTICLE 14
## UNIFORM REQUIREMENTS AND PERSONAL APPEARANCE

A. All employees shall wear the uniform required for their department. Employees shall wear uniforms (or appropriate dress clothes where permitted) which are neat, clean and well maintained. The following uniform and personal appearance standards shall be required of all employees.

**NURSING PERSONNEL**

1. Clean regulation uniforms – loose fitting, worn at all times while on duty, except Holidays listed in Article 16 of this Agreement or other times when permitted by the approval of the Administrator when other appropriate clothing is permitted.
2. Skirt length/culottes/walking shorts, no more than two (2) inches above the middle of the knee.
3. Pants – mid-calf and ankle length only. No painter's pants, sweat pants, or spandex. Colored pants may be worn with coordinating tops.
4. Blouses – Turtlenecks may be worn under tops in cold weather. No sleeveless blouses or eyelet or see through blouses. Uniform style colored/printed tops, smocks and jackets or shirts with collars may be worn. Colors will not be florescent. No writing on tops.
5. Vests/sweaters – Colored sleeveless vests may be worn at any time over uniforms.
6. Sweaters/sweatshirts - Pullover long sleeve sweaters are not allowed. Cardigan sweaters may be worn only when not giving direct resident care and may be stored in the nurses' station or employees' on floor bathroom during working hours when not in use.

7. Appropriate undergarments must be worn including bras (female employees) and underwear. No colors or prints that will show through uniform, including bras and style of underwear. Slips shall be worn with dresses/skirts.
8. Jewelry – Wedding bands and engagement rings, or one (1) other ring are permitted. Earrings shall dangle no longer than one-half (1/2) inch below the ear. No bracelets, anklets, or necklaces unless kept inside clothing. The wearing of multiple or single pieces of jewelry (other than single earrings), whether as a result of body piercing or other means, is not permitted. Consequently said jewelry shall be removed and not displayed by staff when performing resident care or when in contact with family members or the general public.
9. Fingernails – Must be clean and trimmed to a reasonable length. Acrylic nails and other forms of artificial nails are prohibited.
10. Hair – Must be clean and neatly combed. If below shoulder length, hair must be tied back and off the shoulder.
11. Shoes – Clean and well fitting. No open toe shoes will be permitted. No soles that may leave marks on floors. Socks must be worn at all times.
12. Hose – White or natural color. Coordinating socks may be worn with pants at all times or skirts, culottes and shorts during the summer months (may-September).
13. Maternity clothing – Colored maternity tops shall be permitted without writing.
14. Name badges – To be worn in an easily visualized place by all nursing personnel. Badges shall be provided to each newly hired employee and replaced as needed due to normal wear and tear at no cost to the employee (if name badges are lost, the cost is fifteen dollars ($15.00) to the employee to replace).
15. Licensed personnel – School pins and nursing caps are optional.
16. Personal hygiene and appearance – Staff will report to duty with a clean and neat appearance. No excessive use of make-up, perfume or cologne will be used. New age "body art" and accessories will be required to be covered at all times when performing resident care or when in contact with family members or the general public whenever deemed offensive as determined by the Nursing Home Administrator. In addition, please see the restriction against the wearing of certain jewelry set forth in Section 8 Jewelry above, which applies here as well.

**BARGAINING UNIT MEMBERS OTHER THAN NURSING PERSONNEL**

1. Clean regulation uniforms. Appropriate dress clothes where permitted by the Administrator. All others will wear the uniform for their department. Turtlenecks/sweaters may be worn, but must color coordinate with uniform.
2. Skirts/Shorts – Will be worn no shorter than two (2) inches above the middle of the knee.

3. Slack/trousers – No spandex or sweatpants unless permitted by the Administrator.
4. Appropriate undergarments must be worn including bras (female employees) and underwear. No colors or prints that will show through uniform, including bras and style of underwear.
5. Name badges – To be worn in an easily visualized place by all personnel. Badges shall be provided to each newly hired employee and replaced as needed due to normal wear and tear at no cost to the employee (if name badges are lost the cost will be fifteen dollars ($15.00) to the employee to replace).
6. Jewelry – Subject to the same restrictions which apply to nursing personnel as set forth above (Sections 8 and 16). Jewelry may be worn unless working with machinery, or in other hazardous areas that would make it dangerous.
7. Fingernails – Must be clean and trimmed to a reasonable length. Acrylic nails and other forms of artificial nails are prohibited.
8. Hair – Must be clean and neatly combed. Men will be clean-shaven, or wear neatly trimmed mustache and/or beard. Hair to be pulled back when working in hazardous areas.
9. Shoes – Clean and well-fitting. No soles that may leave marks on the floors. Socks for all classifications that fall within the Recreation Department.
10. Hose – Will be worn with skirts (optional during the summer months – May to September).
11. Personal hygiene and appearance – Staff will report to duty with a clean and neat appearance. No excessive use of make-up, perfume or cologne will be used. New age "body art" and accessories will be required to be covered at all times when performing resident care or when in contact with family members or the general public whenever deemed offensive as determined by the Nursing Home Administrator.

The Union agrees to monitor this Article with the employer to make sure that this is not abused.

B. UNIFORM ALLOWANCE Each employee covered by this agreement shall receive an allowance of one hundred twenty five dollars ($125.00) per year for full-time employees (prorated for part-time employees), for the purchase and maintenance of the uniforms required in the facility, for the purchase of medical equipment used in the course of duties required in the facility and for the purchase of reference materials used in the course of duties within the facility. Qualifying purchases for medical equipment and reference materials are listed below:

1) Books and handbooks to assist in the execution of duties.
2) Stethoscopes
3) Blood Pressure Cuffs

4) All other medical equipment needed for execution of duties as approved by the Nursing Home Administrator.

This allowance will be paid to each employee, in a separate check within thirty (30) days after the employee has presented evidence (receipts, etc.) to verify uniform, medical equipment or reference materials purchase(s) and/or maintenance costs. Medical equipment and reference materials lost, stolen or damaged shall not be subject to reimbursement under Article 28, Section C of this contract.

C. SHOE ALLOWANCE The County shall provide each employee with a $50.00 shoe allowance per contract year for full time employees (prorated for part time employees), who do not qualify for a uniform allowance under Section B, and who work in the Nursing and Recreation Departments.

## ARTICLE 15
## LEAVES OF ABSENCE

A. UNION LEAVE OF ABSENCE Any member of the union who is delegated to perform any union activity requiring a leave-of-absence will be granted such a leave, not to exceed ten (10) days each calendar year. The member of the union holding the position of "President" will be granted such a leave, not to exceed fifteen (15) days each calendar year. This leave is without pay and may be extended by mutual agreement. Leave shall be granted provided the employee gives at least fourteen (14) days notice and the foreseeable staffing needs of the facility can be met. Upon resumption of employment after a leave-of-absence the employee(s) shall go back to the job they left with no interruption in seniority and at the current rate of pay and benefits. The union agrees to work with the County so that hardship may be avoided at the workplace.

B. FAMILY AND MEDICAL LEAVE ACT Written medical leaves of absence without pay pursuant to the Family and Medical Leave Act of 1993 shall be granted by the Administrator for a period not to exceed twelve (12) work weeks in any twelve (12) month roll back period as defined in the Rules and Regulations promulgated under the FMLA. Medical leaves of absence shall only be granted to regular employees who have worked for the County at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of the leave, for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the department head advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the Department in accordance with the established level of contribution during periods when the employee is on medical leave without pay. While on an unpaid medical leave of absence the employee will be responsible for paying the employee's share of the premium by submitting payment to the business office on or before each regular payday. The County may recover its share of the premiums for maintaining coverage for the employees under such group health plans during the period of leave if the employee fails to return to work for reasons other than the continuation or onset of a serious health condition entitling the member to leave, or other circumstances beyond the employee's control. Certification of inability to return to work as specified and allowed by this medical leave of absence may be required.

In accordance with County Policy, which is incorporated by reference herein, the employee's accumulated vacation leave and accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) shall be taken concurrently with the medical leave of absence. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) months period.

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

Upon the approval of the Administrator, an employee may receive an extension of the medical leave of absence without pay for a period beyond twelve (12) work (The foregoing language re: extended leave appeared in the 1999 – 2000 agreement, but was omitted thereafter) weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

C. LEAVE OF ABSENCE WITHOUT PAY A leave of absence without pay or benefits may be granted by the Administrator to a regular full-time or part-time employee.

Benefits may continue during the leave of absence at the employee's expense.

D. LEAVE OF ABSENCE WITH PAY The Administrator may authorize a leave of absence with pay for employees whose leave has been approved by the Administrator to permit them to attend any function or perform any duty to improve their knowledge or skill in the performance of their work.

E. MILITARY LEAVE The County shall grant military leave to employees who are members of any reserve component of the United States or of this State for purposes of engaging in military drill, training or other duty under military authority. Full-time employees who have worked for the County for one (1) year or more who are members of any reserve component of the United States or of this State for purposes of engaging in military drill, training or other duty under military authority shall receive as pay the difference between the employee's regular weekly straight time pay and any pay received as a member of a reserve component of the United States or of this State after a presentation of a copy of the employee's official military records. This difference shall be paid for up to two (2) weeks each calendar year. Payment of the above stated differential shall not apply to regular monthly meetings or when the employee enters full-time active duty.

F. RETURN FROM LEAVE Upon return from an unpaid leave-of-absence employees shall return to the job and shift they were assigned to prior to the leave. Should a position have been filled temporarily while an employee was on an unpaid leave-of-absence, the employee who filled the job temporarily shall be returned to their previous assignment, job, and shift.

G. CALCULATION OF LEAVE All accumulated leave time earned by an employee shall be calculated and a statement thereof inserted with the employees paycheck each calendar quarter issued the first pay period of January, April, July and October.

## ARTICLE 16
## HOLIDAYS

A. The following holidays are recognized by the parties to this Agreement:

| | |
|---|---|
| New Year's Day | Columbus Day |
| Civil Rights Day | Biennial Election Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving |
| Labor Day | Christmas Day |

B. Pay for all hours worked on a holiday shall be in accordance with the table below beginning January 1, 2016.

| 2x including holiday pay | 2 ½ including holiday pay | 4x including holiday pay |
|---|---|---|
| Biennial Election Day<br>Day After Thanksgiving | New Year's Day<br>Memorial Day<br>Independence Day<br>Labor Day<br>President's Day<br>Civil Rights Day<br>Columbus Day<br>Veteran's Day | Thanksgiving Day<br>Christmas Day |

C. Pay for ~~an~~ non-worked holiday shall be at the employee's applicable rate of pay for their regular scheduled hours of work.

D. In order to be entitled to holiday pay the employee must work the scheduled day preceding, the scheduled day following the holiday and the day of the holiday if so scheduled unless the employee's failure to work either day results from an authorized absence. Sick leave shall not be considered an authorized absence.

E. Employees may substitute Christmas Day and/or New Year's Day for another religious holiday. Substitution shall be made in writing to the Administrator.

F. Holiday requests for the months of June, July, August, September, October and November must be requested by May 1 and said requests returned to the employee by May 15, in order for seniority rights to apply to requested leave. Holiday requests for the months of December, January, February, March, April and May must be requested by November 1 and said requests returned to the employee by November 15, in order for seniority rights to apply to requested leave. All holiday requests received after the stipulated submission dates will be approved on a first come first serve basis. In the event two or more employees request the same holiday leave based on date of receipt of the administrator or the administrator's designee, the most senior employee will prevail in accordance to Article 7 Seniority. Employees will be notified of the approval status within three (3) work days of receipt of said request for holiday leave.

G. Positions scheduled generally Monday through Friday shall not be scheduled to work holidays. Holiday pay for these employees shall be paid at base rate of their regular scheduled hours for each holiday in Section A above. The positions covered under Section G shall be: Admissions Coordinator, MDS Assistant, Restorative Aide, Social Worker, and Transportation Assistant/Courier.

## ARTICLE 17
## VACATION

A. Employees hired before January 1, 1997, shall earn and accrue vacation leave based on the number of regular hours paid.

| Years Service | Max Rate Per Hour | Max Hours Earned/Biwkly | Max Days Earned/Year | Maximum Accumulation |
|---|---|---|---|---|
| 0 – 1 | .0417 | 3.34 | 10.83 days | 240 hrs. |
| 1 – 5 | .0667 | 5.34 | 17.33 days | 240 hrs. |
| 5 – 10 | .0667 | 5.34 | 17.33 days | 340 hrs. |
| 10+ | .0872 | 6.98 | 22.66 days | 340 hrs. |

Part-time employees who work forty (40) or more hours in a pay period shall earn vacation time on a pro rated basis.

Unused vacation leave that would exceed the maximum allowable limits within the pay period shall be considered forfeited.

B. Full-time employees hired on or after January 1, 1997, shall earn and accrue vacation leave based on the number of non-overtime hours paid. Probationary employees shall earn and accrue vacation leave from the beginning of employment; however, employees shall not be granted vacation leave until the completion of the first six (6) months of employment.

| Years of Service | Maximum Rate Per Hour* | Maximum Days per Year and Maximum Accumulation |
|---|---|---|
| 0 - 5 | .0385 | 10 days |
| 6 - 10 | .0577 | 15 days |
| 11+ | .0769 | 20 days |

*Conversion in Maximum Rate Per Hour column is based on a 40 hour workweek.

Part-time employees who regularly work forty (40) or more hours in a pay period shall earn vacation time on a pro-rated basis.

C. Employees may take vacation leave upon at least fourteen (14) days notice for a two (2) week vacation or seven (7) days notice for one (1) week vacation or less and the approval of the Administrator or the Administrator's designee. Employees with ten (10) or more days of vacation leave must use at least ten (10) days each employment year, and will be afforded the opportunity to receive ten (10) consecutive days of leave.

D. Payment of vacation leave in lieu of time off shall not be permitted, except an employee shall be paid any unused accumulated vacation leave upon termination of employment for purposed of retirement, resignation, dismissal, or upon the death of the employee. In the event of the employee's death, any unused vacation leave shall be paid to the employee's estate. In the event of unusual circumstances, an employee may be paid for vacation time in lieu of time off upon the approval of the Board of Commissioners.

E. Employees may take vacation leave not to exceed two (2) days of leave for the purpose of a personal emergency upon at least two (2) hours notice and approval of the Administrator or Administrator's designee.

F. Sickness during an employee's vacation time shall be charged as vacation time. In the event of sickness prior to scheduled vacation leave, an employee may request, in writing, the cancellation of the vacation leave. Said request shall only be granted if approved by the Department Head.

G. Holidays which occur during vacation leave shall not be charged to vacation leave.

H. Vacation requests for the months of June, July, August, September, October and November must be requested by May 1 and said requests returned to the employee by May 15, in order for seniority rights to apply to requested leave. Vacation requests for the months of December, January, February, March, April and May must be requested by November 1 and said requests returned to the employee by November 15, in order for seniority rights to apply to requested leave. A calendar of available time for employees to take vacation time will be available to employees at their worksite. All vacation requests received after the stipulated submission dates will be approved on a first come-first serve basis. In the event two or more employees request the same period of vacation leave based on date of receipt of the administrator or the administrator's designee, the most senior employee will prevail in accordance to Article 7 Seniority. Employees will be notified of the approval status within three (3) work days of receipt of said request for vacation.

## ARTICLE 18
## JURY DUTY

An employee shall be given time off without loss of regular straight time pay or annual leave when called to jury duty, or when subpoenaed to appear before a court, public body, or commission for a County matter. The employee will be paid by the County for the difference between their regular straight time earnings for the hours spent in such service and any compensation paid to the employee by a court, public body or commission, upon presentation or appropriate documentation of jury service or appearance before a court, public body, or commission. If such employee is scheduled for the 11:00 p.m. to 7:00 a.m. shift and is required to report for jury duty on the day on which such shift ends, that employee will be excused from such shift and will receive pay therefore as provided herein.

## ARTICLE 19
## BEREAVEMENT LEAVE

A. Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral or memorial service, inclusive, shall be granted an employee in the event of the death of a: father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, step-mother, step-father, step-son, step-daughter, step-sister, step-brother, guardian, or ward or members of the family living within the same household.

B. Bereavement leave of seven (7) working days with pay shall be granted an employee in the event of the death of a spouse, partner of a civil union or child.

## ARTICLE 20
## PERSONAL DAY

Full-time regular employees (part-time regular prorated) hired before January 1, 1997, shall be entitled to one (1) non-cumulative personal day each calendar year. The personal day must be taken on or before December 31 of each year or it shall be forfeited. The Personal day shall be granted if approved by the Department Head in accordance with the staffing requirements of the Department. Non-probationary employees who terminate employment prior to taking the personal day shall be paid at the employee's regular base rate of pay for the personal day. A personal day may not be taken to substitute for suspension due to disciplinary action.

Employees who are unable to work for reasons as stated above, shall notify their supervisor at least eight (8) hours before the employee is scheduled to work.

## ARTICLE 21
## SICK LEAVE

A. All employees covered by this Agreement shall be entitled an allotment of twenty (20) days of sick leave each year on January 1st. Said sentence shall, in accordance with current County policy, be given to mean full-time regular employees only, with the exception of part-time regular employees hired prior to January 1, 1997, who shall receive prorated sick leave equal to the employee's regularly scheduled hours worked in a pay period. Probationary employees shall be granted sick leave on a pro-rata basis after completing six (6) months of employment. Fifty percent (50%) of an employee's sick leave that is not used at the end of each calendar year will be paid to the employee at the employee's current regular rate of pay.

B. Except as provided for herein, sick leave may be utilized for sickness, injury, or exposure to contagious diseases endangering the health of other employees, and to care for spouse, child or parent who has a serious health condition (in accordance with the provisions of the Family and Medical Leave Act) as well as non-dependent child with a serious health condition.

C. Employees who are unable to report to work for reasons as stated in Section B above, shall notify their supervisor at least two (2) hours before the employee is to begin work. Employees are required to furnish a doctor's certificate when out of work for sick leave purposes for three (3) or more consecutive days. In cases of recurrent illness, or excessive use of sick leave, employees may be required to have an examination by an independent physician, at County expense. Employees are required to furnish a doctor's certificate when out of work for sick leave purposes for more than three (3) sick leave occurrences in ninety (90) consecutive days. More than three (3) sick leave occurrences without a doctor's certificate shall be considered abuse of sick leave and may be subject to disciplinary action. A sick leave occurrence shall be the use of sick leave for part of a work day, or for one (1) work day, or for more than one (1) consecutive work day. For the purpose of this article a doctor's certificate is intended to, and must, include proof of being seen by a healthcare provider.

D. SICK LEAVE AT RETIREMENT Full-time employees with ten (10) or more consecutive years of service, who meet the NH Sate Retirement guidelines for either service or disability retirement allowance, and who have accumulated sick leave hours under the County's previous sick leave policy (prior to January 1, 1997), shall receive upon retirement a sum equal to one-third (1/3) of the employee's remaining accumulated sick leave.

E. In the event of the death of any employee, his/her estate shall be paid for all sick leave time on his/her credit at the employee's regular rate of pay at the time of death.

## ARTICLE 22
## WAGES

Effective upon July 1, 2016, for those positions included within Labor Grades A-I the employees' base rate of pay shall receive a one and a quarter percent (1.25%) increase in wages.

Effective January 1, 2016, the wage schedule will include the addition of Step 11. Eligible employees will move to Step 11 on their next anniversary date after January 1, 2016. Final budget approval is in March 16 therefore employees who would move to Step 11 between January 1, 2016 – March 30, 2016 shall have retroactive wages, for this step in this time period paid before May 1, 2016.

C. STEP INCREASES Step increases within an established range shall be granted at regular twelve (12) month intervals to all employees for satisfactory service. The County may withhold an increase for unsatisfactory work performance, provided that the employee has received a written notice indicating the intention of the County to withhold the increase, not less than thirty (30) days prior to the employee's anniversary date. Such notice shall stipulate the reasons for withholding the increment and the County shall give the employee every opportunity to correct their deficiency.

D. SHIFT DIFFERENTIALS A shift differential of one dollar ($1.00) per hour shall be paid to all unit employees for all hours worked on the 3:00 pm – 11:00 pm shift. A shift differential of one dollar ($1.00) per hour shall be paid to all unit employees for all hours worked on the 11:00 pm – 7:00 am shift. Effective January 1, 2007, a shift differential of two dollars ($2.00) per hour shall be paid to all unit employees for all hours worked on the 3:00 pm – 11:00 pm shift and a shift differential of two dollars ($2.00) per hour shall be paid to all unit employees for all hours worked on the 11:00 pm – 7:00 am shift.

A weekend differential of one dollar and twenty-five cents ($1.25) per hour shall be paid to all unit employees for all hours worked from 11:00 pm Friday until 11:00 pm on Sunday. Effective January 1, 2007, a shift differential of one dollar and thirty cents ($1.30) per hour shall be paid to all unit employees for all hours worked from 11:00 pm Friday until 11:00 pm on Sunday.

E. RN's shall be paid a maximum add-on bonus of one dollar ($1.00) per hour for ANA credentials and/or BSN.

F. LONGEVITY Employees hired prior to January 1, 1997 who are employed by the County as of December 1 and have been employed by the County on a

continual basis for five (5) or more years on or before December 31 of any year, shall receive an annual longevity bonus in accordance with the following schedule:

| | |
|---|---|
| 5 years to 9 years | $500.00 |
| 10 years to 14 years | $700.00 |
| 15 years to 19 years | $1,000.00 |
| 20 years or more | $1,200.00 |

The amount of the bonus will be pro-rated in accordance with the hours paid not to include overtime to the employee during the calendar year in which the employee becomes eligible. This calculation will be made on the basis of the most recent year-to-date payroll data available at the time of the calculation. Any employee out due to work-related injury will not lose time in the accrual of hours for the purposes of longevity bonus computation.

For purposes of awarding longevity bonuses, employment on a continual basis may consist of any combination of full-time and part-time employment. However, any interruption of services as the result of termination or leave of absences (unpaid) shall not be counted, except for those hired prior to July 1, 1992. These bonuses must be treated as regular income and all regular deductions will be made.

Payment of the bonus will be made as early as is administratively feasible in December.

G. BAYLOR PROGRAM: Employees shall be eligible for the "Baylor Program" of weekend coverage in which employees shall work thirty-six (36) hours and be compensated for forty (40) hours. Guidelines for the administration of the program shall be in accordance with nursing home policy established by the Nursing Home Administrator.

## ARTICLE 23
## INSURANCE & OTHER BENEFITS

A. HEALTH INSURANCE The County agrees to pay ninety percent (90%) of the Single person plan, eighty-five percent (85%) of the Two person plan, and eighty percent (80%) of the Family plan premium each month for each full-time employee to maintain health insurance coverage under LGC BlueChoice or LGC Matthew Thornton HMO or similar plans. The providers of said health insurance coverage may be changed to a similar plan upon prior notification to the Union at the discretion of the County. Employees shall pay the remaining premium through payroll deduction from each pay check.

A.1 HEALTH INSURANCE OPTIONAL BENEFIT Employees eligible for health insurance under the County's plan who elect not to be covered under the

County's health insurance plan, shall receive a three thousand ($3,000.00) taxable lump sum payment in December of each year.

Employees re-enrolling in the County's health insurance plan due to a qualifying life event in accordance with the carrier's policies, terminating employment, or new employees, shall receive a pro-rated payment.

Employees must show proof of alternate health insurance coverage to be eligible for said payment in lieu of the County's health plan.

B. DENTAL INSURANCE Employees and their dependents shall be provided with dental insurance, the premiums of which shall be borne by the County. The County shall provide Northeast Delta Coverage A and B, or a similar plan. Said insurance provider may be changed to a similar plan upon notification to the Union at the County's discretion.

C. DEFERRED COMPENSATION The County shall offer two (2) deferred compensation plans. Deferred compensation is funded by the employee's contribution.

D. RETIREMENT All full-time employees shall be covered by the New Hampshire Retirement System, Group I. The County and employee contributions shall be in accordance with the provisions of the retirement system.

E. RETIREMENT – HEALTH INSURANCE Retired County employees meeting the County eligibility requirements shall have a portion of the monthly health insurance premium for the retiree paid as follows:

1. For employees hired before January 1, 1997

| Years of Continuous Service | County Share |
|---|---|
| 10 –14 | 50% of premium |
| 15 – 19 | 75% of premium |
| 20+ | 100% of premium |

2. For employees hired on January 1, 1997 or later

| Years of Continuous Service | County Share |
|---|---|
| 20 – 29 | 50% of premium |
| 30+ | 75% of premium |

Continuation of this program shall be contingent on annual funding and is subject to changes based on the availability of funds and the County's health care plan.
Retired employees must meet the following eligibility requirements to qualify for the health insurance contributions described above:

1. Retired employees must meet the NH State Retirement guidelines for either a service or disability retirement allowance, as defined under RSA 100-A:5 and RSA 100-A:6 ; employees whose participation in the NH Retirement System is optional under RSA 100-A:3, must meet the age requirements ad defined under RSA 100-A:5 and RSA 100-A:6, whether or not the employee participates in the system.
2. Employees who retire from County service after January 1, 1997, must have been employed full-time by the County on a continual basis for at least ten (10) years at the time of their retirement.
3. Retired employees must first use other forms of health care coverage, such as: Medicare, insurance through a spouse, workers' compensation.

Retirees may include dependents on the County group plan, at the retiree's expense.

F. LIFE INSURANCE BENEFIT: The County of Merrimack will provide life insurance in the amount of $10,000 for each full-time employee covered by the bargaining agreement. The effective date of this benefit will be the first of the month following date of full-time hire.

G. EDUCATIONAL PROGRAMS: The County of Merrimack shall reimburse certain educational expenses to an employee who is enrolled in adult education or university program as outlined in the current County of Merrimack Educational Reimbursement Policy.
The County may extend the Nursing Home Educational Assistance Contract (LNA to LPN/RN), which may be changed at the County's discretion, to suitable bargaining unit member candidates. This provision shall not be subject to the Agreement's grievance/arbitration provisions.

H. VOLUNTARY SHORT-TERM DISABILITY: The County of Merrimack shall make available through a provider selected by the County voluntary short-term disability coverage to full-time employees and part-time employees who work a minimum of 20 hours per week at the employee's expense. Employees receiving benefits from voluntary short-term disability coverage will not be permitted to supplement coverage with annual or sick leave balances. Employees shall use sick leave and annual leave benefits currently available during any applicable waiting period.

## ARTICLE 24
## DISCIPLINARY PROCEDURE

A. Anytime the County has a meeting with an employee to issue discipline or to investigate a situation which is intended by the County to lead to

discipline, the employee shall be presented the opportunity to have a union representative present during the meeting.

B. RESIDENT ABUSE/NEGLECT/EXPLOITATION: The Union and the County and its employees will not tolerate resident abuse/neglect/ exploitation. Any instance of physical, verbal, mental or medical abuse/neglect/exploitation of any resident shall constitute just cause for immediate termination without prior warning or notice. Although the County has the right to discharge immediately for each and every such violation, it retains its discretion to determine whether a particular violation warrants such action and therefore is not required to immediately terminate employment for every established offense, but can proceed on a case by case basis.

Areas concerning neglect (as a result of not following proper nursing procedures) include:

1. Allowing or accepting a resident to get a bed sore.
2. Not assuring proper hydration.
3. Allowing or accepting a significant weight loss.
4. Not following patient care plan or giving appropriate input into patient care plan.
5. Not initiating fall risk management.
6. Not following infection control measures when required.
7. Forgetting to give resident his/her glasses, dentures or personal items that help with Activities of Daily Living (ADL).
8. Lack of treating each resident with respect and dignity – not meeting resident's personal hygiene requirements.
9. Inappropriate or lack of documentation in residents charts.
10. Lack of restorative care (i.e. meeting posted activities and getting to each individual resident).
11. Inappropriate lifting of resident, putting resident into a safety concern.
12. Lack of advocating for Resident Rights.
13. Any measure that compromises quality of life for the resident.

C. The following offenses shall be cause for disciplinary action up to and including termination:

1. Absenteeism without leave
2. Attempting to injure others
3. Conviction of a criminal act – In Accordance with RSA 803.18(h)(2)
4. Creating a lack of teamwork on a specific unit or within MCNH
5. Discourteous conduct towards any resident, visitor, or employee

6. Dishonest
7. Immoral behavior
8. Inability to perform duties
9. Intoxication
10. Patterned Lateness
11. Negligence, lack of cooperation, or inefficiency
12. Not keeping up on CEU's or maintaining current license and/or certification
13. Obscene language
14. Refusal to accept job assignments
15. Rumor mongering
16. Stealing
17. Unprofessional workplace behavior
18. Use of illegal substances
19. Destruction of property
20. Falsification of claims for benefits
21. Insubordination
22. Failure to adhere to nursing standards of practice
23. Failure to attend mandatory educational sessions as required by facility
24. Pattern canceling of overtime shifts without eighteen (18) hours advanced notice.

D. In the event an employee receives a written or verbal warning, or suspension, the employee's personnel file shall be cleared of such discipline after three (3) years from the date of the discipline, provided there are no written reprimands, suspensions, or other disciplinary actions for a similar offense during the three (3) year period.

E. Employees may be placed on administrative leave with pay pending the outcome of an investigation. Said administrative leave shall not be considered a disciplinary action.

## ARTICLE 25
## GRIEVANCE PROCEDURE

A grievance is defined as a dispute, claim or complaint involving the meaning, interpretation or application of the express provisions of this Agreement. Every reasonable effort shall be made by the parties to resolve employee grievances at the lowest possible step in this procedure. It is agreed that any grievance that may arise under this collective bargaining agreement shall be handled in the following manner:

The aggrieved employee shall present their grievance to their supervisor in an attempt to resolve the issue. The employee may have the steward

present during this discussion. If the steward is not present it is agreed that no settlement of any grievance shall be outside the scope of this agreement If the issue is not satisfactorily resolved at this meeting, the following steps will be followed.

**Step One**

The employee and the steward (the employee may present the grievance without the participation of the steward(s) if so desired) shall present the grievance, in writing, to the Department Head or designee stating the specific provision(s) in this Agreement which allegedly has been violated, the date of the alleged violation, and the specific relief sought. The grievance shall be presented to the Department Head or designee within fifteen (15) work days of the alleged grievable occurrence. The Department Head or designee shall hold a meeting concerning the grievance within five (5) work days of receipt of the grievance. After the conclusion of this meeting the Department Head or designee shall render a decision, in writing, within three (3) work days.

**Step Two**

If the grievance is not satisfactorily resolved in step one, the Employee may appeal the grievance, in writing, to the Administrator within five (5) work days of the Department Head's or designee's decision. The grievance must state the specific provisions of the Agreement and present the information as presented to the Department Head or designee. A meeting will be set up with the employee, the employees steward (if so desired by the employee), and the Chief Steward of the union (if so desired by the employee), and the Administrator. This meeting shall be setup within ten (10) work days after receipt of the grievance by the Administrator. The Administrator will then render a decision, in writing, within five (5) work days after this meeting. The union President may be present at this meeting.

**Step Three**

If the grievance is still not satisfactorily resolved, the Employee and/or the Union may appeal the Administrator's decision, in writing, within five (5) work days of the Administrator's decision to the County Commissioners. A hearing will be set up by the County Commissioners to hear the grievance. The hearing will be set up as expeditiously as practicable. Said meeting shall be conducted in accordance with the Merrimack County Board of Commissioners Grievance Hearing Procedures (revised 9/30/04). After hearing the grievance the Commissioners will submit a written answer within the next fifteen (15) work days of the hearing. In the event that the grievance relates to the termination of an employee, the Union shall proceed directly to

Arbitration if so desired. Arbitration shall constitute the sole and exclusive forum for reviewing terminations.

Arbitration

Should the grievance still not be resolved the union must notify the County within thirty (30) days of the County Commissioners Step Three decision of its intent to pursue the grievance to arbitration. The parties may meet to attempt to expedite the arbitration in any manner. The employer will submit to the New Hampshire Public Employee Labor Relations Board for a panel of arbitrators. The union and the employer will alternately strike names from this panel until only one (1) name remains, who will serve as the arbitrator. Either party may request one (1) new panel in each grievance. The arbitrator will hold a hearing at a mutually agreeable location to determine the facts in this grievance. The arbitrator will then issue a decision within thirty (30) days of the hearing, that will be final and binding upon the parties, provided the decision is within the scope of authority and power of the Arbitrator set-forth within the Agreement. The function of the Arbitrator is to determine the interpretation of the specific provisions of this Agreement. It is agreed that the arbitrator shall have no authority to add to, subtract from, ignore, delete or modify any terms of this agreement. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of the express provisions of this Agreement. The arbitrator shall not substitute the arbitrator's judgment for that of the parties in the exercise of rights granted or retained under this Agreement. Each party is responsible for the fees and expenses of any witnesses they may call. The fees and reasonable expenses of the arbitrator shall be borne equally by the parties.

Special Grievance Procedure Provisions

The union reserves the right to have a representative from the International Union at any grievance meeting.

Any time limits referred to in any step of the grievance procedure may be extended by mutual agreement of the parties. Should an extension of time limits not be agreed to and the time limits set forth in any step of the grievance procedure expire, the grievance shall be dismissed and no further action shall be taken with respect to such grievance. If a decision is not rendered within the time limits stated above, the grievance may proceed to the next step. For purposes of this Article, work days shall be considered Monday through Friday, excluding weekends and holidays.

Multiple grievances may be heard by an arbitrator at a single arbitration hearing, if the parties mutually agree.

## ARTICLE 26
## JOB POSTING

A. JOB POSTING When the County has determined that a job opening exists as a result of the establishment of a new position or retirement or termination of an employee the County agrees to post all open positions on bulletin boards by the time clock and in the lobby for a period of seven (7) calendar days. The postings shall contain the following: job title, shift, pay grade, qualifications required, floor and/or work area, date of posting, and the date applications will close. Said posting shall be subject to change at the discretion of the County. Nothing in this procedure shall be deemed to limit the County's right to seek applicants for the position from outside the bargaining unit or the nursing home.

B. JOB BIDDING Bargaining unit employees may apply for lateral transfers (assignment changes) to open positions or promotional opportunities. Positions shall be filled on the basis of qualifications. In the event of qualifications being equal, seniority shall prevail. Selection of employees for transfer (assignment changes) or promotion shall be determined by the County and not subject to the grievance procedure. Employees not selected for a position shall be given written notice. Employees shall be permitted no more than two (2) transfers in a calendar year. Employees granted an interdepartmental transfer (assignment change) within the same classification shall serve a trial period of ~~ten (10) working~~ **fourteen (14) calendar** days. Employees granted an interdepartmental transfer (assignment change) outside of their current job classification shall serve a trial period of thirty (30) calendar days. Should the employee fail the trial period, as determined by the County, or choose to relinquish the new position, the employee will be returned to the job and shift from which the employee was transferred.

C. TEMPORARY TRANSFERS When the staffing needs of particular floors or functions of the facility require the temporary transfer (assignment) of personnel, the assignment shall be done on a voluntary basis. If there are not sufficient volunteers, as determined by the County, to meet the staffing needs, the County shall have the right to require the re-assignment of the least senior employees. Temporary transfers shall not be subject to the transfer limitations in section B of this Article. Mentors of new employees shall not be subject to temporary transfer during the first two (2) weeks of the new employee's employment.

## ARTICLE 27
## DRUG AND ALCOHOL POLICY

Employees shall not possess, use, or sell controlled substances or alcoholic beverages while on duty. Possession shall include, but not be limited to, concealment or storage in a locker, bag, or other place accessible to the employee during working hours. Employees should not report to work or attempt to work while under the influence of controlled substances or alcoholic beverages. Employees should not report to work or attempt to work while suffering from the effects of exceeding the prescribed or directed usage or otherwise abusing prescription or over-the-counter drugs or medications. Upon reasonable suspicion of drug use, misuse, drug diversion or any violation of this policy, the Administrator may enforce this policy by requiring employees to submit to drug and alcohol tests (including, but not limited to, providing urine and blood samples) and/or by conducting searches of employees and their personal belongings and lockers within the buildings and grounds of the facility. Failure to comply with this policy or to cooperate with the County in the administration of this policy shall lead to disciplinary action, up to and including termination. Drug and alcohol testing completed for the purposes of this policy shall comply with:

For Testing Completed In House:

1. Merrimack County Nursing Home: Prevention of Drug Abuse, Misuse and Diversion – Employee Guidelines Policy and Procedure as modified 1/08/15.
2. Employee can choose from Human Resources Assistant, Assistant Director of Nursing, Director of Quality Assurance or the Director of Staff Development to conduct the test.
3. The employee will be afforded union representation for all meetings pertaining to a violation of this policy. Employee can choose from the President or Chief Steward to be their representative.

For Testing Completed Externally:

1. In Compliance with the U.S. Department of Transportation Procedures.

The Administrator shall have the discretion of determining most appropriate testing option which may include in house testing, external testing or both tests depending on the circumstances of suspected policy violations.

## ARTICLE 28
## MISCELLANEOUS PROVISIONS

A. LOCKERS Employees shall be provided with secure lockers for personal use within the facility. Employees are required to keep all personal items in the employee's locker while at work.

B. LOUNGES Areas will be provided in the facility for the purpose of the employees authorized breaks. Each employee shall be responsible for maintaining in a clean and tidy manner any area of individual use.

C. PERSONAL LOSS Employees shall be reimbursed to a maximum two hundred dollars ($200.00) for damage to personal property and to a maximum of two hundred fifty dollars ($250.00) for damage to eyeglasses which occurs as a result of their official duties, provided such loss is immediately reported to the Administrator or the Administrator's designee. No reimbursement shall be paid for damage to personal items worn or used while performing official duties which do not comply with County Uniform Requirements and Personal Appearance Policies.

D. NOTICES Whenever a written legal notice is required to be given by the County to the Union such notice shall be given to the Local Union President and Chief Steward, and a copy sent to the Unions Representative, by mail or fax. Whenever written legal notice is required to be given by the Union to the County, such notice shall be given to the Administrator of the facility, with a copy being given or mailed to the Merrimack County Board of Commissioners.

E. USE OF FACILITIES Upon the prior approval of the Administrator or designee, Local 1046 shall be allowed the use of a room at the Merrimack County Nursing Home for meetings. Such meetings shall not conflict with nursing home business or interfere with nursing home operations. On-duty personnel shall not attend said meetings without prior approval of the Administrator or designee.

F. DEFINITIONS

1. PART-TIME EMPLOYEES: Part-time employees are employees who regularly work twenty (20) to thirty four (34) hours each week.

2. FULL-TIME EMPLOYEES: Full-time employees are employees who regularly work thirty five (35) hours or more each week.

3. WORK DAY: Work days shall be considered Monday through Friday, excluding weekends and holidays.

G. MENTORSHIP PROGRAM Full-time **or part-time** employees shall be eligible to become mentors in the mentorship program. Mentors are assigned to assist new employees with the goal of new employee retention. Assigned mentors shall be compensated as follows:

1. If the mentored employee remains employed with MCNH for thirty (30) days, the mentor will be paid a fifty dollar ($50.00) bonus.
2. If the mentored employee remains employed with MCNH for three (3) months, the mentor will be paid a one-hundred dollar ($100.00) bonus.
3. If the mentored employee remains employed with MCNH for six (6) months, the mentor will be paid a one-hundred dollar ($100.00) bonus.

Guidelines for the administration of the program shall be in accordance with nursing home policy established by the Nursing Home Administrator.

## ARTICLE 29
## EFFECT OF AGREEMENT

A. This Agreement 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 reduced to writing and signed by the parties.

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

## ARTICLE 30
## SEPARABILITY

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

## ARTICLE 31
## DURATION

The provisions of this Agreement shall become effective when executed and shall continue and remain in full force and effect until its expiration on midnight on June 30, 2017.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this 21st day of March, 2016.

**COUNTY OF MERRIMACK**

**Peter J. Spaulding**
**Commissioner**

**Bronwyn Asplund Walsh**
**Commissioner**

**Tara Reardon**
**Commissioner**

**INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL, LOCAL 1046**

**Shari Allen**
**ICWU/UFCW Local 1046C President**

**John Durgin**
**ICWU/UFCW Local 1046C Treasurer**

**Mary Ann Malinsky**
**ICWU/UFCW Representative**

# APPENDIX A

## Labor Grade Legend
## Union Positions

| Labor Grade | Positions |
|---|---|
| A | |
| B | Unit Aide<br>Resident Assistant |
| C | Beautician/Barber I<br>Recreation Aide<br>Ward Clerk |
| D | LNA<br>Sterilization Tech<br>Bus Coordinator Rec Aide<br>Beautician/Barber II<br>Senior Rec. Aide |
| D1 | MNA |
| E | Restorative Aide |
| E1 | Admissions Coordinator<br>Transportation Assistant |
| F | LPN<br>Social Worker |
| G | |
| H | MDS Assistant |
| I | RN |

# APPENDIX B

## WAGE SCHEDULE EFFECTIVE 7/01/16

| | Minimum | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | $10.85 | $11.39 | $11.79 | $12.20 | $12.60 | $12.93 | $13.15 | $13.44 | $13.71 | $13.99 | $14.27 | $14.55 |
| B | $11.53 | $12.07 | $12.53 | $12.95 | $13.39 | $13.71 | $13.96 | $14.25 | $14.53 | $14.82 | $15.12 | $15.42 |
| C | $12.53 | $13.07 | $13.50 | $13.96 | $14.39 | $14.75 | $15.04 | $15.36 | $15.65 | $15.97 | $16.29 | $16.61 |
| D | $13.10 | $13.70 | $14.12 | $14.59 | $15.07 | $15.42 | $15.72 | $16.05 | $16.34 | $16.66 | $17.00 | $17.34 |
| D1 | $14.29 | $14.89 | $15.31 | $15.78 | $16.26 | $16.61 | $16.91 | $17.23 | $17.54 | $17.89 | $18.25 | $18.61 |
| E | $13.88 | $14.47 | $14.94 | $15.40 | $15.86 | $16.24 | $16.57 | $16.89 | $17.21 | $17.56 | $17.91 | $18.26 |
| E1 | $16.48 | $17.10 | $17.63 | $18.14 | $18.66 | $19.11 | $19.50 | $19.91 | $20.28 | $20.69 | $21.10 | $21.52 |
| F | $18.65 | $19.25 | $19.76 | $20.26 | $20.77 | $21.13 | $21.53 | $21.92 | $22.31 | $22.76 | $23.22 | $23.68 |
| G | $17.97 | $18.61 | $19.12 | $19.61 | $20.11 | $20.48 | $20.89 | $21.29 | $21.73 | $22.17 | $22.61 | $23.06 |
| H | $21.27 | $21.90 | $22.42 | $22.92 | $23.42 | $23.79 | $24.23 | $24.68 | $25.14 | $25.64 | $26.16 | $26.68 |
| I | $23.02 | $23.93 | $24.90 | $25.89 | $26.93 | $28.01 | $29.12 | $30.29 | $31.50 | $32.13 | $32.77 | $33.42 |

# APPENDIX C

Merrimack County Nursing Home
And
The International Chemical Workers Union Council, United Food and Commercial Workers Union: Local 1046

## Memorandum of Agreement

Merrimack County Nursing Home agrees to provide meals to all employees while on duty. The cost of each meal is $1.00 per meal.

Effective January 1, 2012