COLLECTIVE BARGAINING AGREEMENT

Riverside Rest Home

Strafford County Department of Corrections

and

State Employees Association of New Hampshire, Inc.

Local 1984

Service Employees International Union

CTW, CLC

January 1, 2014 through December 31, 2014

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AGREEMENT

Preamble: Agreement made and entered into as of January 1, 2014 between Riverside Rest Home, the County House of Corrections, County Farm Road, Dover, New Hampshire (hereinafter called the "Employer") and the State Employees' Association of New Hampshire, Inc., Local 1984 of the Service Employees International Union, CTW, CLC (hereinafter called the "Union") acting herein on behalf of the employees of the said Employer, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

ARTICLE I
Recognition

1.1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative pursuant to provisions of New Hampshire Revised Statutes Annotated Section 273-A, for all members of the bargaining unit.

The Employer recognizes the Union as the sole and exclusive collective bargaining representative to all full-time and regular part-time employees, as hereinafter defined, of the Employer in the following collective bargaining unit; correctional officers, corrections programs directors, corporals, registered nurses, head nurses, licensed practical nurses, HOC nurses, licensed nurses assistants, nursing transportation aides, nursing supply clerks, unit clerks, bookkeepers, custodians, maintenance I, maintenance II, maintenance III, housekeepers, dietary stockroom clerk, dishwashers, dietary aides, physical therapy assistants, physical therapy aides, senior activity aides, activity aides, personal clothing attendants, washer/dryer operators, ward clerks, transportation aides, couriers, switchboard operator I, and switchboard operator II. The bargaining unit shall exclude all supervisory, management, probationary (initial), and on-call personnel.

1.2. Whenever the word "employees" is used in this Agreement, it shall be deemed to mean employees in the bargaining unit covered by this Agreement, as defined in Article I, Section 1.1.

1.3. The words "full-time employee" means an employee regularly and normally scheduled to work forty (40) hours or more per week. Said employee shall receive full benefits.

1.4. Regular Part-time Employees:

The term "regular part-time employee," as distinguished from "casual employee," is defined as any part-time employee in a covered classification who regularly works twelve (12) or more hours per week. Regular part-time employees will, with the exception of Dental and Medical Insurance, earn benefits on a prorated basis with their regular hours worked on a percentage of forty (40) hours being the basis of pro-ration.

Part-time employees who work hours greater than those for which they were hired within

a three (3) month calendar quarter may request pro-ration of hours in order to receive additional prorated vacation and holiday benefits, reflecting the additional hours worked, during the following quarter.

Part-time employees shall be covered by all provisions of this Agreement. Medical, Disability and Life Insurance shall be provided to employees working twenty (20) or more hours per week, provided they enroll in these plans and authorize payroll deductions pursuant to Article XVIII. Dental insurance shall be provided to employees who work twelve (12) or more hours per week, provided they enroll in the dental plan and authorize payroll deductions pursuant to Article XVIII. Benefits which involve the granting of time off with pay shall be prorated on an hourly basis according to the average number of hours worked per week in proportion to the regular work week hours for full-time employees counting all paid leaves as time worked.

1.5. Temporary Employees:

A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave or vacation. The said three (3) months period may be extended by the Employer at its option up to an additional three (3) months or for the length of leave of the employee being replaced, whichever is greater with the approval of the Union whose approval shall not be unreasonably denied.

Temporary employees will receive holiday pay in the same manner as regular employees.

After six (6) months, temporary employees will begin to accrue vacation and sick leave retroactive to their date of hire.

Contributions to the Medical, Dental and Life Insurance Plans on behalf of temporary employees shall commence after six (6) months of employment and shall cover the payroll periods beginning with the first day of the seventh month.

A temporary employee who has been employed six (6) months or longer shall be treated as a regular employee for the purpose of filling vacant or available permanent positions for which the employee is immediately qualified.

1.6. At the time a new employee is hired the Employer will provide the employee with a copy of his/her job description.

1.7. Orientation

Riverside Rest Home

At the end of the orientation session for new Riverside Rest Home employees, the Union shall be permitted to have one representative and another union member address the new employees alone for up to one half hour, to hand out Union material, and to announce to

them relevant information.

House of Corrections
For correctional employees, the Union shall be permitted, sometime during the orientation week, to have one representative and another union member address the new employees alone for up to one half hour to hand out Union material, and to announce to them relevant information.

ARTICLE II
Non-Discrimination

2.1. Neither the Employer nor the Union shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex or age. Neither shall the Employer nor the Union discriminate against any handicapped applicant or employee who is able to fulfill the requirements of a specific job for which she/he is being considered or in which she/he may be employed.

2.2. The Employer and the Union agree that no employee covered by this Agreement shall be discriminated against because of membership in, or lack of membership in, the Union, or because of activities on behalf of or against the Union.

ARTICLE III
Management Rights

3.1. Except as otherwise limited by an expressed provision of this agreement, the Employer reserves and retains the right and responsibility:

a. To determine the overall mission of the County as a unit of government;

b. To maintain and improve the efficiency of governmental operations;

c. To determine the services to be rendered, the operations to be performed, the technology to be utilized or the items to be budgeted;

d. To determine the overall methods, processes, means or personnel by which governmental operations are to be conducted;

e. To direct, supervise and hire employees;

f. To suspend, discipline or discharge for just cause, to transfer, assign, schedule, retain, or layoff employees;

g. To relieve employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or nonproductive;

h. To take whatever actions may be necessary to carry out the wishes of the public not otherwise specified herein or limited by a collective bargaining agreement; or,

i. To take actions to carry out the mission of the Employer as the governmental unit in situations of emergency;

j. To take action to carry out the mission of the Employer as the governmental unit in all situations unless specifically limited by this Agreement.

3.2. Nothing in this Agreement shall be construed to limit the discretion of the public Employer to voluntarily confer with any or all of its employees.

3.3. Management agrees to exercise its right in good faith and agrees that such rights shall not be exercised in an arbitrary or capricious manner.

ARTICLE IV
Union Rights

4.1. The Employer shall recognize the following Union officers:

President	Treasurer
Vice-President	Stewards
Secretary	Councilors

The Union shall notify the County, in writing, of any and all changes to the list of Union Officers within five (5) days of such change. Failure to notify the County of such change shall cause any grievance filed by such union officer to be held in abeyance until such time as the official notification is made.

4.2. The Employer agrees to recognize a reasonable number of union designated officer/steward/ and/or representative who may receive complaints and process grievances, meet with management and represent the Union, in all dealings with the Employer. Designated officers/stewards/ and/or representatives will notify their immediate supervisor when they desire to leave their work assignment to properly and expeditiously carry out their duties in connection with this Agreement. A supervisor may postpone a visit if patient care need require. Such postponement shall not be unreasonable. Designated officers/stewards/ and/or representatives shall be granted a reasonable amount of time off with pay to carry out their duties.

4.3. No employee shall interfere with work of other employees, or engage in any solicitation during working hours in working areas, or distribute literature in working areas.

4.4. Bulletin Boards

Riverside Rest Home

The Employer will provide a bulletin board in the main break room off unit 1 and at each time clock at the Nursing Home for the purpose of posting proper Union notices. Such notices will be non-controversial in nature and will not include political announcements or advertising. A copy will be provided to the Nursing Home Administrator prior to posting. If a question arises as to whether or not the material should be posted, the material will remain un-posted until the question has been decided through the grievance and arbitration procedure. Such denial of posting material will not be made arbitrarily or capriciously.

House of Corrections

The Employer will provide a bulletin board in the break room at the House of Corrections for the purpose of posting proper Union notices. Such notices will be non-controversial in nature and will not include political announcements or advertising. A copy will be provided to the Superintendent of the House of Corrections prior to posting. If a question arises as to whether or not material should be posted, the material will remain un-posted until the question has been decided through the grievance and arbitration procedure. Such denial of posting material will not be made arbitrarily or capriciously.

4.5. In the event a member of the bargaining unit is elected the full-time President of the State Employees Association, said employee shall be permitted a leave of absence to fulfill his/her duties without any loss of pay or benefits for the duration of his Presidency. The state Employees Association shall be responsible to pay the employee's annual salary and benefits pursuant to this collective bargaining agreement by reimbursing the County on a monthly basis.

4.6 In the event a member of the bargaining unit is elected to the SEA Board of Directors he/she shall be granted leave with pay up to six hours per month to attend the necessary meetings.

4.7 The County will provide the Union with wage and cost of benefit data for all bargaining unit employees on, at least, an annual basis. The information will be provided in a spreadsheet format or computer printout.

4.8 The parties shall negotiate a Memorandum of Agreement pertaining to the creation of job descriptions for all positions at the new County House of Corrections (said Memorandum of Agreement shall include the creation of a Study Committee to make recommendations to the parties on such job descriptions).

4.9 Bargaining unit employees who hold a union position as an officer, steward or counselor shall be granted paid leave to attend union meetings, training or other union related matters/activities. The following paid hours shall be available annually to be divided among such officers, stewards or councilors at the discretion of the union:

a. Commencing April 1, 2008 – 120 hours

4.10 The Union shall have the right to designate to the County up to two "slots" for payroll deductions to be administered by the County. One slot shall be designated for union dues, fees, etc., with the remaining slot designated by the SEA / SEIU Local 1984, in writing (for example, the Union may designate, in writing, that the other slot shall be used for AFLAC deductions for bargaining unit employees wishing to participate in one or more of the insurance programs offered by AFLAC).

ARTICLE V
Union Security and Check-Off

5.1. Employees who join the Union shall pay dues and initiation fees (if applicable) in accordance with the terms of this Article.

5.2. All bargaining unit members who belong to the Union as of April 1, 1998, or who join the Union at any time during the term of the contract, shall, as a condition of employment, have their dues, and, in the case of new members, initiation fee (if applicable), deducted by the Employer in accordance with this Article, and must retain their membership throughout the period (term) of this Agreement, except that each member shall have the opportunity to withdraw membership for a period of fifteen (15) days beginning with the effective date of this Agreement or receipt of written notice by the employee from the Union of the employee's rights hereunder, whichever comes later. Each individual notice of withdrawal shall be in writing, postmarked no later than during the aforesaid period and shall be sent to the Union, with a copy to the Employer at the addresses set forth below:

State Employees' Assn. of N.H., Inc.
S.E.I.U. Local 1984
207 North Main Street
Concord, NH 03301

County Administrator
Strafford Co. Commissioners Off.
PO Box 799
Dover, NH 03821-0799

5.3. Upon receipt of a written authorization from the employee, the Employer shall deduct from the wages Union dues and initiation fees as established by the Union. Such deductions will begin the first pay period following the completion of the employee's initial probationary period. The initiation fee shall be paid in five (5) consecutive installments.

5.4. The amount of dues deducted under this Article shall be remitted to the Union monthly, together with a list of all employees who have paid dues for that month.

5.5. No payroll deductions of dues shall be made from Worker's Compensation or for any payroll period in which the earnings received are insufficient to cover the amount of the deduction, nor shall such deduction be made from subsequent payrolls to cover the period in question.

5.6. The Employer agrees to furnish the Union each month with the names of newly hired

employees, their addresses, social security numbers, classifications of work, their dates of hire, and names of terminated employees, together with their dates of termination, and names of employees on leave of absence.

5.7. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of the Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

5.8 An individual who is not a member of the Association who requests Services of the Association will be charged the full fair cost to the Association of such non-members representation. The cost of such representation will be determined by Chapter 65 and posted by July 1 each year. The County will assume no liability for the provisions of this Section of the CBA.

ARTICLE VI
No Strike - No Lockout

6.1. The Employer and the Union agree that they both desire uninterrupted service, and, therefore, in consideration of this Agreement, the Union, its officers and agents agree that they will not authorize, sanction, or condone a strike, stoppage of work, slowdown, boycott, or any other action interfering with or designated to interfere with the operations of Riverside Rest Home or the Strafford County House of Corrections and the Employer agrees that the County will not engage in any lockout during the term of the Agreement.

6.2. Both parties agree that they will immediately disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including, but not limited to, such action as may be available through RSA 273-A:13, although RSA 273-A:13, may be amended during the term of the Agreement.

ARTICLE VII
Grievance and Arbitration Procedures

Riverside Rest Home

7.1. For the purpose of this contract, a grievance is defined as a complaint or dispute by an employee or group of employees in the bargaining unit or the Union specifying the names of the bargaining unit employees involved, the date(s) of the offense(s) and the contract provision(s) involved which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation and/or application, performance, or termination of the provisions of this Agreement. The parties agree that additional contract provisions may be cited at the Step III grievance hearing, provided such citation does not

alter the character of the original grievance. The Employer agrees to hold meetings to discuss the grievances of all steps of the grievance procedure. If the Employer fails to hold a meeting at Step I, the grievance may be filed at the next step without prejudice to either party.

Step I: The employee involved and Union's designated officer/steward and/or Union representative shall reduce the grievance to writing and submit the grievance to the employee's department head within ten (10) work days of the facts or events which give rise to the grievance. The department head shall render a written decision concerning the grievances within ten (10) work days of its being submitted.

If no decision has been rendered within ten (10) work days, or if the grievant is not satisfied with the department head's decision, the grievance must be submitted to Step II within ten (10) work days or the grievance shall be deemed waived. Group grievances involving more than one (1) department shall be submitted at Step II of the grievance procedure.

Step II: If the grievant is not satisfied with the disposition of his/her grievance, or if no decision has been reached within ten (10) work days after submittal to the department head, the grievant and the Union's designated officer/steward and/or Union representative may present the grievance in writing to the Administrator or his/her designee, who shall render a decision within ten (10) work days from the date the written grievance was presented. The grievant and the Union must present the written grievance to the Commissioners within ten (10) work days after the Administrator's or his/her designee's decision has been rendered or if none, within ten (10) work days after the date on which the grievance was submitted to the Administrator or his/her designee, or the grievance will be deemed waived.

Step III: The grievant and the Union's designated officer/steward and/or Union representative may file the written grievance with the County Commissioners who shall meet with the grievant and the Union's designated officer/steward and/or Union representative within ten (10) work days after receipt of the written grievance. The Commissioners shall render a decision within ten (10) work days from the date of the meeting with the grievant and the Union's designated officer/steward/ and/or representative.

Step IV: (a) If no decision has been rendered by the Commissioners/designee within ten (10) work days of the date of the meeting with the grievant and the Union's designated officer/steward and/or Union representative, the Union may submit a written request of the American Arbitration Association (AAA) to appoint an arbitrator to resolve said grievance in accordance with the rules and regulation of the AAA; or,

(b) If the Union is not satisfied with the disposition of the grievance within ten (10) work days of the date of receipt of the decision, the Union may submit a written request of the American Arbitration Association (AAA) to appoint an arbitrator to resolve said

grievance in accordance with the rules and regulation of the AAA.

(c) The parties may elect to mutually submit the name of an arbitrator acceptable to both. Such a request must be submitted within twenty (20) work days of the date of the Commissioners/designee's decision. If the Commissioners/designee failed to make a decision within the time limits prescribed in Step II, the Union must submit a request within twenty (20) work days to the AAA. If the Union fails to submit such written request to the AAA within these time limits, said grievance is deemed waived.

7.2. The arbitrator shall not have the power to add to, ignore, or modify any of the terms of this Agreement, nor the power to hold hearings for more than one grievance unless mutually agreed to by both parties, that is, multiple grievances before the same arbitrator will not be allowed. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his/her judgement for that of the parties in the exercise of rights granted or retained by this Agreement.

7.3. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

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

7.5. For the purpose of this grievance procedure, the phrase "work day" means normal administrative work days of Monday through Friday, excluding Holidays.

7.6. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department and having the grievance adjusted without the intervention 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 grievance and has been given the prior opportunity to be present at any discussion of the grievance. The Union designated officer/steward and/or representative shall be entitled to receive from the employer all documents submitted in evidence pertinent to the disposition of the grievance.

7.7. No person who acted as a designee in one level of the grievance shall review a grievance a second time.

<u>House of Corrections</u>

7.8. For the purpose of this contract, a grievance is defined as a complaint or dispute by an employee or group of employees in the bargaining unit or the Union specifying the names of the bargaining unit employees involved, the date(s) of the offense(s) and the contract provision(s) involved which arises under and during the term of this Agreement.

Grievances are limited to matters of interpretation and/or application, performance, or termination of the provisions of this Agreement. The parties agree that additional contract provisions may be cited at the Step III grievance hearing, provided such citation does not alter the character of the original grievance. The Employer agrees to hold meetings to discuss the grievances of all steps of the grievance procedure. If the Employer fails to hold a meeting at Step I, the grievance may be filed at the next step without prejudice to either party.

Step I: The employee involved and Union's designated officer/steward and/or Union representative shall reduce the grievance to writing and submit the grievance to the employee's Operations Manager within ten (10) work days of the facts or events which give rise to the grievance. The Operations Manager shall render a written decision concerning the grievances within ten (10) work days of it being submitted.

If no decision has been rendered within ten (10) work days or if the grievant is not satisfied with the Operations Manager's decision, the grievance must be submitted to Step II within ten (10) work days or the grievance shall be deemed waived.

Step II: If the grievant is not satisfied with the disposition of his/her grievance, or if no decision has been reached within ten (10) work days after submittal to the Operations Manager, the grievant and the Union's designated officer/steward and/or Union representative may present the grievance in writing to the Superintendent or his/or her designee, who shall render a decision within ten (10) work days from the date that the written grievance was presented. The grievant and the Union must present the written grievance to the Commissioners within ten (10) work days after the Superintendent's or his/her designee's decision has been rendered or if none, within ten (10) work days after the date on which the grievance was submitted to the Superintendent or his/her designee, or the grievance will be deemed waived.

Step III: The grievant and the Union's designated officer/steward and/or Union representative may file the written grievance with the County Commissioners who shall meet with the grievant and the Union's designated officer/steward and/or Union representative within ten (10) work days after receipt of the written grievance. The Commissioners shall render a decision within ten (10) work days from the date of the meeting with the grievant and the Union's designated officer/steward/ and/or representative.

Step IV: (a) If no decision has been rendered by the Commissioners/designee within ten (10) work days of the date of the meeting with the grievant and the Union's designated officer/steward and/or Union representative, the Union may submit a written request of the American Arbitration Association (AAA) to appoint an arbitrator to resolve said grievance in accordance with the rules and regulation of the AAA; or,

(b) If the Union is not satisfied with the disposition of the grievance within ten (10) work days of the date of receipt of the decision, the Union may submit a written request of the

American Arbitration Association (AAA) to appoint an arbitrator to resolve said grievance in accordance with the rules and regulation of the AAA.

(c) The parties may elect to mutually submit the name of an arbitrator acceptable to both. Such a request must be submitted within twenty (20) work days of the date of the Commissioners/designee's decision. If the Commissioners/designee failed to make a decision within the time limits prescribed in Step II, the Union must submit a request within twenty (20) work days to the AAA. If the Union fails to submit such written request to the AAA within these time limits, said grievance is deemed waived.

7.9. The arbitrator shall not have the power to add to, ignore, or modify any of the terms of this Agreement, nor the power to hold hearings for more than one grievance unless mutually agreed to by both parties, that is, multiple grievances before the same arbitrator will not be allowed. His/her decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his/her judgement for that of the parties in the exercise of rights granted or retained by this Agreement.

7.10. The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

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

7.12. For the purpose of this grievance procedure, the phrase "work day" means normal administrative work days of Monday through Friday, excluding Holidays.

7.13. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department and having the grievance adjusted without the intervention 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 grievance and has been given the prior opportunity to be present at any discussion of the grievance. The Union designated officer/steward/ and/or representative shall be entitled to receive from the employer all documents submitted in evidence pertinent to the disposition of the grievance.

7.14. No person who acted as a designee in one level of the grievance shall review a grievance a second time.

ARTICLE VIII
Discharge and Penalties

8.1. The Employer shall have the right to discharge, suspend, or discipline employees only for just cause.

8.2. The Employer will notify the Union in writing by e-mail of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. Such notice shall be sent to the chapter president, all chapter stewards and the SEA field representative. If the Union desires to contest the discharge or suspension, it shall give written notice to the Employer within ten (10) workdays from the date of receipt of notice of discharge or suspension by the exclusive representative. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth above, however commencing at Step III of the Grievance Procedure.

8.3. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and holidays.

8.4 Disciplinary actions or counseling will take place in the presence of those associated with the actions being taken. Any grievance on this section shall not include the appropriateness of the discipline or counseling, but solely the manner of communication of such.

8.5 Investigation of Employees: Any unit employee against whom a complaint is made from any source shall be afforded as a minimum the following rights:

a. All investigations shall be confidential, except as required by law or regulation.

b. In every case when the Employer determines that an investigation of the facts or circumstances behind the complaint is to be undertaken, the employee shall be so notified in writing within seven (7) workdays. Notification shall include the allegation which requires investigation and the anticipated date of completion of the investigation.

c. All investigations shall be completed and the final report thereof shall be filed with the County Administrator within forty-five (45) workdays. This deadline may only be extended by the County Administrator and then only for exceptional reasons. Notice of any extension shall be in writing to the employee before the expiration of the 45-day period and shall include all of the reasons for the extension and its duration.

d. During any investigation the employee shall retain his/her current status, schedule, assignment, and like rights unless the County Administrator determines that for the good of the complainant or of the employee being investigated, the employee should be removed from his/her current status, schedule, or assignment.

e. In all cases where the investigation determines that the allegation(s) in a complaint are unfounded, all reports and documents pertaining thereto shall be labeled as "UNFOUNDED" then sealed and stored by the County Administrator separate from the employee's personnel records and files.

f. Any transfer or reassignment undertaken pursuant to sub-section "d" above shall be immediately and completely reversed upon a determination that a complaint was unfounded.

g. The foregoing provisions will apply until the time that formal disciplinary action is taken.

ARTICLE IX
Seniority, Layoff, Recall

9.1. Definition of Bargaining Unit Seniority:

Bargaining unit seniority is defined as the continuous length of employment in a bargaining unit position from the employee's most recent date of hire excluding absences, other than approved Workers Compensation leaves, of more than twelve (12) consecutive weeks during the year.

Bargaining unit seniority as defined above shall be utilized as referenced throughout the agreement.

9.2. Application of Seniority:

Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

Absence from work in excess of twelve (12) consecutive weeks shall not be credited or accrued towards seniority for any purpose. Full seniority may accrue to a maximum of one (1) year for an employee receiving Worker's Compensation.

9.3. Layoff

Layoffs: In the event of a layoff, all probationary employees will be laid off first without regard to their individual periods of employment. Non-probationary employees will be next laid off in inverse order of bargaining unit seniority; meaning those with the least seniority shall be laid off first.

Laid off employees shall be permitted to fill any vacancy for which he/she meets the minimum qualifications cited on the job posting.

If there are no vacancies the laid off employee shall be permitted to "bump" the least senior position in any bargaining unit position for which he/she meets the minimum qualifications of the position.

In all cases the remaining employee must be able to perform the required job duties.

If an employee takes a job in a higher/lower job classification, his/her rate of pay will be adjusted accordingly.

The Employer shall give an employee not less than four (4) weeks written notice of layoffs stating the reason for such action. During this four (4) week period the Employer shall meet with the Union to discuss possible alternative proposals to avoid layoff and/or to mitigate the impact on the employees.

9.4. Recall

Employees who are on layoff shall be recalled in the order of bargaining unit seniority meaning that those employees shall be recalled first for any positions for which they meet the minimum qualifications of the position. The right to recall shall be for a minimum period of two years. The laid off employee shall inform the employer of his/her current address at all times.

While members of the bargaining unit continue on lay-off, the Employer agrees not to hire any new employees unless:

a. No Union member on lay-off is qualified to fill the position or could be qualified by the date that the vacancy must be filled;

b. All qualified Union members on layoff decline an offer to fill the vacancy.

Probationary employees who have been laid off have no recall privileges.

9.5. Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

a. Discharge for just cause, quit, resignation, or retirement;

b. Exceeding an authorized leave of absence unless excused by management. Such permission shall be in writing. Management, in the denial of the excuse, shall not act in an arbitrary manner.

c. Failure to return to work within five (5) consecutive days after notification of recall from layoff by the Employer. Such notice shall be by registered mail to the last address furnished to the Employer by the employee.

ARTICLE X

Promotions, Lateral Transfers, Work Assignments and Career Ladders

10.1. Posting of Vacancies:

When a vacancy occurs in a department and no employee has recall rights to such vacancy, the Employer shall notify the Union and post a notice of said vacancy on the facility's bulletin board, ordinarily used for notices to bargaining unit employees for a period of not less than seven (7) consecutive work days prior to filling the vacancy. The Employer agrees to send to the Union a copy of any vacancy notice.

a. If an employee indicates a desire to fill a vacancy he/she is obligated to that decision unless rescinded prior to the expiration of the seven (7) consecutive work day posting period.

b. If both employees desiring a lateral transfer and those seeking a promotion indicate an interest in a position those desiring a lateral transfer will be given preference based upon their qualifications and length of seniority.

c. An employee who has served less than ninety (90) days in their current assignment shall not be afforded seniority rights in the selection of a vacant position.

d. Testing (Department of Corrections)

When any position is posted and the County deems that testing is necessary for the purpose of evaluating candidates for appointment or promotion, then the County shall test candidates in both written and oral form, score the content of the candidates' personnel files relative to the value of education, experience in service as it relates to the position sought and shall use seniority equally.

Once tested, the candidates aggregate score on all four (4) parts of the test will be valid for one year from the date of such testing, and shall be applied to any future posting of the same position so long as: 1) such subsequent posting occurs within one year of the date of the administration of the original test, and 2) the member indicates an interest in being a candidate for the posted vacancy.

Members with valid scores at the time of any posting and who declare themselves to be a candidate for the posted vacancy shall not be required to re-test and may submit the existing (valid) test score for consideration upon declaring candidacy for a posted position.

Any candidate shall be allowed to test any time for a position that has been posted and for which the County has determined that testing is necessary in order to fully evaluate the candidate's qualifications, except as provided herein. If any candidate has previously tested for the position, and such candidate has a valid score (less than

one year old) and the candidate desires to re-test for the position, then the candidate shall be allowed to re-test; however, the candidate shall do so with the understanding that:

1. he/she shall only be allowed to take two (2) tests for the same position during the initial twelve (12) month period of candidacy, or during any twelve (12) month period thereafter; and
2. his/her valid test score for future consideration in filling the applicable position shall be the most recent test score achieved; and
3. his/her most recent test score shall thereafter be valid for one (1) year from the date of the re-test.

10.2. Promotions:

Riverside Rest Home
In all cases of promotions in the Rest Home, i.e., movement to a higher labor grade than present, the employee with the most seniority who meets the qualifications for the position shall have the first consideration for such position.

House of Corrections
In all cases of promotions in the House of Corrections, i.e., movement to a higher labor grade than present, the Superintendent shall have the right to appoint that candidate who is deemed to most closely meet the requirements of the position, but in no case shall such appointment be of a candidate whose aggregate test score was not among the three (3) highest valid, aggregate test scores then presented to the County.

10.3. A "promoted" probationary employee who fails the probationary period shall return to a position in the same job classification without loss of seniority, wage-step, or other benefits. If the job no longer exists, said employee shall exercise "bumping" rights in accordance with Article IX of this Agreement.

10.4. Transfers:

Probationary employees are not eligible for transfer. Upon eligibility, when two or more employees request a lateral transfer within the same job classification but in different work location at the Rest Home/House of Corrections, the Employer shall transfer the employee with the greatest bargaining unit seniority unless among such employees there is an appreciable difference in their ability to do the job.

When two or more employees in the same labor grade request a lateral transfer to a vacancy within said labor grade at the Nursing Home/House of Corrections, the Employer shall transfer the employee with the greatest bargaining unit seniority unless as among such employees there is an appreciable difference in their ability to do the job.

If an employee moves to a new position as the result of a voluntary transfer, he/she takes

with him/her their present bargaining unit seniority. Such employee will have a special probation of thirty (30) days and will be returned to a position in the same job classification and with the same number of hours as the previous position if he/she fails to perform in the new position.

10.5. Work Assignments:

Riverside Rest Home
An employee shall be assigned to a specific unit. The Employer shall have the right to transfer an employee to another unit only for good and sufficient reason. No employee shall be permanently assigned as a float unless said employee so requests.

In the case of permanent involuntary transfer, the Employer shall first ask for volunteers. If no volunteers are available, the Employer shall transfer the least senior employee who has the ability to perform the work.

In the event positions on other units need to be filled on a day-to-day basis, it shall be done through a rotation list based on seniority, except as may be limited by the first paragraph of 10.5 above.

If no employee volunteers to float, such assignment shall be made on a rotating basis among those employees with less than three (3) years of bargaining unit seniority. When all employees in a unit have more than three (3) years of bargaining unit seniority, and no one volunteers, such assignments shall be made on the basis of bargaining unit seniority within the unit on a rotating basis.

House of Corrections
An employee shall be assigned to a specific shift. The Employer shall have the right to transfer an employee to another shift only for good and sufficient reason.

In the case of permanent involuntary transfer, the Employer shall first ask for volunteers. If no volunteers are available, the Employer shall transfer the least senior employee who has the ability to perform the work.

In the event positions on other shifts need to be filled on a day-to-day basis, it shall be done through a rotation list based on seniority, except as may be limited by the first paragraph under House of Corrections above.

10.6. Career Ladder Programs

Riverside Rest Home
The following Career Ladder Programs will be implemented: Orientation/Preceptor Program and Medication Nursing Assistant Program (with Board of Nursing Administrative Rules being developed by the State of New Hampshire).

The job specifications should include the minimum qualifications of:

a. Completion of the employee's probationary period, and experience as an LNA as required by the State of New Hampshire;
b. High School diploma or GED;
c. Employee must make at least a one-year commitment to any Career Ladder Program for which they are trained

Job postings shall occur prior to offering the training for the Career Ladder Program. Such postings shall include the job description, number of positions available, and number of training opportunities available;

The selection process for training will, at a minimum, follow this process: employees meeting the above job specifications will, in addition to same, be reviewed based on performance evaluations (which shall include attendance record and complete education and employment history). Among all employees with a similar ranking based on the above factors selection shall be based upon seniority, as a so-called "tie breaker".

The Probationary Period for employees assigned to a Career Ladder position shall be seven hundred and twenty (720) hours for full-time or part-time employees. If the employee fails to satisfactorily complete the probationary period, he / she will remain in said position temporarily but will be returned to the "first available position" in the job classification they left when assigned to the Career Ladder position;

An employee selected for the Career Ladder Program will receive training for the Program at County expense and on County time. When the employee is assigned to the Career Ladder position he / she shall receive additional compensation in the amount of one dollar ($1.00) per hour for the Restorative, Bowel/Bladder, Preceptor and Hospice Programs and one dollar and fifty cents ($1.50) per hour for the Medication Nursing Assistant Program for all hours worked, including time worked at regular duties;

The curriculum and testing for the Career Ladder Program will be developed through the cooperative efforts of the Staff Committee membership with appropriate advice and counsel from the Nursing Staff and Administration.

No employee shall be allowed to serve in two Career Ladder positions at the same time.

House of Corrections

The following Career Ladder Programs will be implemented: Booking Officer, Control Room Operator, Field Training Officer, Reception Officer and Interpreter;

The job specifications should include the minimum qualifications:

a. Completion of the employee's probationary period; achievement of state certification as a Corrections Officer; and, additionally, for the Field Training Officer, two (2) years experience as a Corrections Officer.

b. High School diploma or GED;
c. Written Test (if applicable) upon which a candidate must score at least 70%;
d. Oral Board;
e. Employee must make at least a one-year commitment to any Career Ladder Program for which they are trained;

Job postings shall occur prior to offering the training for the Career Ladder Program. Such postings shall include the job description, number of positions available, and number of training opportunities available;

The selection process for training will, at a minimum, follow this process: employees meeting the above job specifications will, in addition to same, be reviewed based on performance evaluations (which shall include attendance record and complete education and employment history). Among all employees with a similar ranking based on the above factors selection shall be based upon seniority, as a so-called "tie breaker".

The Probationary Period for employees assigned to a Career Ladder position shall be six (6) months. If the employee fails to satisfactorily complete the probationary period, he / she will be returned to the "first available position" in the job classification they left when assigned to the Career Ladder position;

Employee selected for the Career Ladder Program will receive training for the Program at County expense and on County time. When the employee is assigned to the Career Ladder position he / she will receive additional compensation in the amount of one dollar ($1.00) per hour for all hours worked, including time worked at regular Corrections Officer duties;

The Parties agree that employees shall not be allowed to serve in two Career Ladder positions at the same time.

Neither Article 10.1 nor 10.2 apply to the Career Ladder Programs referred to herein.

10.6.1 Temporary L.N.A. Preceptor Assignment

L.N.A.'s will be paid an additional $1.00 per hour for hours when assigned to act as a preceptor. Preceptor assignments will generally be for 2 – 4 weeks. Temporary preceptors will be selected based on the following criteria:

1. Preceptor will work on the same unit and weekend as the new employee.
2. Performance evaluations (which shall include attendance record and complete education and employment history).
3. Among all employees with a similar ranking based on the above factors, selection shall be based upon seniority, as a so-called "tie breaker".

Current "float" employees will be assigned as preceptor to new float position employees when possible.

It is the responsibility of the preceptor to document hours worked as a preceptor on the Nursing Payroll Adjustment Sheets.

ARTICLE XI
Probationary Period

11.1. Riverside Rest Home

All new and rehired employees, in the Nursing Home, shall be considered as probationary employees and must successfully complete a one hundred eighty (180) day probationary period before obtaining permanent employee status. Any employee who is transferred or promoted shall be considered as a "special" probationary employee and must successfully complete a probationary period of sixty (60) days before being permanently appointed to the new position.

All probationary employees shall receive an employee evaluation at thirty (30), sixty (60), ninety (90), one hundred twenty (120), one hundred fifty (150) days, and prior to the completion of their one hundred and eighty (180) day probationary period.

House of Corrections

All new and rehired correctional officers shall be considered as probationary employees and must successfully complete a one hundred eighty (180) day probationary period before obtaining permanent employee status.

All probationary employees shall receive an employee evaluation at thirty (30), sixty (60), ninety (90), one hundred twenty (120), one hundred fifty (150) days, and prior to the completion of their one hundred and eighty (180) day probationary period.

11.2. The Employer may request an additional thirty (30) day extension from the Union in special cases, which the Union shall not unreasonably withhold.

11.3. During the probationary period for new and rehired employees, the Employer may discharge such employees. Such discharge shall not be subject to the grievance or arbitration provisions of the Agreement. After completion of the probationary period, said employee shall accrue seniority from the date of hire.

11.4. If a special probationary employee fails to demonstrate that he or she can completely and satisfactorily perform the job, the Employer may at its discretion return the employee to his or her former position/classification.

ARTICLE XII
Wages

12.1. Wages

(a) Effective January 1, 2014, all Steps on the wage schedule shall be increased by fifty-three ($0.53) cents.

(b) House of Corrections

Effective January 1, 2013, Section 12.5 of the Agreement, "Hazardous Duty Pay", was eliminated, as it applied to the HOC and sixty five cents ($0.65) per hour was added to all steps of the pay scale/rate of pay for Corrections Officers, Administrative CO and Corporals. The provisions of section 12.5 as it pertains to Riverside Rest Home remain unchanged.

12.1.1 Step Increases

(a) No step increases will be granted during the period from January 1, 2014 through December 31, 2014. This applies also to those employees hired during the period of the agreement and those completing probation during the period of the Agreement.

12.2. Starting Wage:

In determining the starting wage for new employees, management reserves the right to credit new employees with up to one-half (½) of their directly related work experience and/or education.

If a person is hired above the starting rate under this provision, other current employees at the same or lesser step will be reviewed using the same criteria and upgraded if applicable.

New employees hired above the rate of the probationary step will have a probationary period, but will receive no increase in pay at the completion of this probationary period.

The Union will receive notification from the Employer of any employee hired under this section.

12.3 Longevity Pay:

The Employer shall pay longevity pay to employees who have completed three (3) years of continuous service in accordance with the following schedule:

Years of Service	Longevity Pay
3 years	$ 25.00

4 years	$ 50.00
5 years	$ 75.00
6 years	$100.00
7 years	$125.00
8 years	$150.00
9 years	$175.00
10 years	$200.00
11 years	$225.00
12 years	$250.00
13 years	$275.00
14 years	$300.00
15 years	$325.00
16 years	$350.00
17 years	$375.00
18 years	$400.00
19 years	$425.00
20 years	$900.00

Employees with more than twenty (20) years continuous service shall receive the nine hundred dollars ($900.00) provided for above, plus an additional twenty-five dollars ($25.00) per year for each additional year of completed service in excess of twenty (20) years.

Employees shall receive the above longevity payments during the first pay period in December of each year.

12.4. Charge Pay:

Riverside Rest Home
Registered Nurses and Licensed Practical Nurses shall receive $.40 (forty cents) per hour charge pay when in charge of a unit for one (1) hour or more. Such charge pay shall be paid retroactive to the beginning for the first hour. In the absence of a Head Nurse, on each unit, an R.N. or L.P.N. shall be designated and paid charge pay.

House of Corrections
Correctional Officers shall receive forty cents ($.40) per hour charge pay when in charge of a shift for one (1) hour or more. Such charge pay shall be paid retroactive to the beginning of the first hour.

12.5. Hazardous Duty Pay:

Riverside Rest Home
Registered Nurses (RN's) and Licensed Practical Nurses (LPN's) scheduled to work at the House of Corrections will be paid sixty-five cents ($.65) per hour hazardous duty pay.

12.6. Return to Work Within One Year:

Any bargaining unit employee, who has been employed for more than one (1) continuous year, who leaves employment and returns within one (1) year will receive the former wage rate or the current starting wage rate for that position, whichever is the higher.

12.7. Weekly Paycheck:

Paychecks are available to bargaining unit employees at 2 PM on Thursday except that 11pm – 7am shift Nursing Home employees checks will, normally, be available at 7 AM Thursday in the Nursing office. Checks which are available at 7 AM can not be cashed or deposited until 2 PM on Thursday. When holidays fall on Thursday, checks will be available at 2 PM on Wednesday.

All bargaining unit employees who have been authorized by proper authority, to leave their shift early on a scheduled payday shall be issued their weekly paycheck at least one half of one hour before their authorized time of departure, but not earlier than 12:00 noon.

12.8. Pay in Lieu of Benefits:

It is agreed that the Employer will offer eligible employees an additional $1.25 per hour pay in lieu of health care benefits, or $1.25 per hour pay in lieu of all benefits.

12.9. Riverside Rest Home
If an individual goes to a lower labor grade, steps would be maintained at the lower grade.

12.10 Promotion:

Upon promotion to a higher grade, the employee's salary shall be at the step in the new grade which provides an increase and will remain there for up to the satisfactory completion of the probationary period and then move to the next higher step in the grade. If the promoted employee fails probation their pay will revert to that earned prior to the probation.

ARTICLE XIII
Hours of Work and Overtime

13.1. Hours of Work

Riverside Rest Home
The normal work week for full-time employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each day, including a paid lunch period of one-half (½) hour. An employee who works a shift of six (6) hours or more shall work such a shift

inclusive of a one-half (½) hour paid meal period.

The Employer shall endeavor to schedule every other weekend off for full-time nursing home employees in a fair and equitable manner.

Nothing in this Agreement shall limit or restrict the right or the ability of the Employer to in any way change the starting or dismissal time for any employee or group of employees provided that any such change shall not be longer than one (1) hour earlier or later than the present schedule. Furthermore, any employee retains the right to individually agree with his/her department head to an alteration of that employee's hours of work. If the Employer finds it necessary to change the starting or dismissal time as per this section, he/she will first ask for volunteers. If no volunteers are available, he/she will change the time of the employee with the least bargaining unit seniority provided such employee is qualified to do the work. No time change shall be made in an arbitrary or capricious manner.

Full-time employees shall be entitled to two (2) rest periods of fifteen (15) minutes in each working day, as assigned by the Employer/Supervisor. Employees who work a full half shift shall be entitled to one (1) such fifteen (15) minutes rest period.

House of Corrections

The normal work week for full time non-correctional House of Corrections employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each day, including a paid lunch period of one-half (½) hour.

The normal work week for full-time Correctional Officers and Corporals shall be forty-one and one quarter (41.25) hours, consisting of five (5) days of eight and one quarter (8.25) hours each day, including a paid lunch period of one-half (½) hour. The additional one-quarter (0.25) hours each day is for briefing and shall be paid at the straight time rate. Section 13.3 shall not apply to the additional one and one-quarter (1.25) hours per week. All other benefits shall be administered on a forty (40) hour per week basis. This qualification shall apply to both accumulation and paid use of leave. A day of absence shall be considered to be an eight (8) hour day.

Nothing in this Agreement shall limit or restrict the right or the ability of the Employer to in any way change the starting or dismissal time for any employee or group of employees provided that any such change shall not be longer than one (1) hour earlier or later than the present schedule. Furthermore, any employee retains the right to individually agree with his/her department head to an alteration of that employee's hours of work. If the Employer finds it necessary to change the starting or dismissal time as per this section, he/she will first ask for volunteers. If no volunteers are available, he/she will change the time of the employee with the least bargaining unit seniority provided such employee is qualified to do the work. No time change shall be made in an arbitrary or capricious manner.

Full-time employees shall be entitled to two (2) rest periods of fifteen (15) minutes in each working day, as assigned by the Employer/Supervisor. Employees who work a full half shift shall be entitled to one (1) such fifteen (15) minutes rest period.

Correctional officers shall not be required to work out of his/her job duties specifically correctional officers shall not be required to provide security checks at other county buildings.

13.2. Scheduling:

Riverside Rest Home
Full-time employees will generally have the same day(s) off;

A schedule for a two (2) week period shall be posted two (2) weeks in advance;

Scheduling practices will be uniform within individual departments;

Once a schedule has been posted, there will be no changes without a reasonable effort to consult with the employee except in an emergency. It shall be the responsibility of the employee to check their schedule when posted.

If a schedule change must be made, the least senior employee will be the first reassigned insofar as possible.

Once a schedule has been posted, should an employee need a day off, he/she must find his/her own coverage (which shall not be at the overtime rate), and shall use a holiday or vacation day, or may swap shifts within the same pay period with another employee with the same job classification. The parties agree that an L.P.N. is eligible to cover/swap for an M.N.A. without loss of compensation. All swaps must be in writing and approved by the immediate supervisor/scheduling supervisor. Such approval shall not be unreasonably denied.

House of Corrections
Full-time employees will generally have the same day(s) off;

A schedule for a two (2) week period shall be posted two (2) weeks in advance.

Scheduling practices shall be uniform on all shifts.

Once a schedule has been posted, there will be no changes without a reasonable effort to consult with the employee except in an emergency;

Once a schedule has been posted, should an employee need a day off, he/she must find his/her own coverage (which shall not be at the overtime rate), and shall use a holiday or vacation day, or may swap shifts within the same pay period with another employee with

the same job classification. All swaps must be in writing and approved by the immediate supervisor/ scheduling supervisor. Such approval shall not be unreasonably denied.

13.3. Overtime:

Riverside Rest Home

Any employee who is required to work either in excess of forty (40) hours in any one payroll week or in excess of eight (8) hours in any one (1) day, shall be paid for such weekly overtime or such daily overtime at the rate of time and one-half of his/her regular straight-time hourly rate.

Overtime shall be distributed on an equitable basis according to the following rules:

No employee may sign another employee's name to an overtime posting.

No arrangements for overtime assignments may be made between employees and supervisors in advance of the posting of overtime opportunities.

All available overtime opportunities shall be posted every other week, rotating among the three (3) shifts.

Employees shall be limited to twenty-four (24) hours of overtime per week for safety reasons.

There shall be no pyramiding of overtime.

House of Corrections

Any employee who is required to work either in excess of forty (40) hours in any one payroll week or in excess of eight (8) hours in any one (1) day, shall be paid for such weekly overtime or such daily overtime at the rate of time and one-half of his/her regular straight-time hourly rate.

Overtime shall be distributed on an equitable basis according to the following rules:

No employee may sign another employee's name to an overtime posting.

No arrangements for overtime assignments may be made between employees and supervisors in advance of the posting of overtime opportunities.

All available overtime opportunities shall be posted every other week, rotating among the three (3) shifts.

Employees shall be limited to twenty-four (24) hours of overtime per week for safety reasons.

There shall be no pyramiding of overtime.

13.4. 36/40 Pay

Riverside Rest Home
Licensed nursing staff shall be offered the opportunity to work thirty-six (36) hours, consisting of three twelve hour shifts, for full-time (40) hours of pay and benefits.

All seniority and economic benefits will be charged and earned at thirteen and one-third (13⅓) hours per twelve (12) hour shift. For example, vacation time and sick time will be charged at thirteen and one-third (13⅓) hours per twelve (12) hour shift. If a holiday falls on a scheduled work day, pay will be at one and one-half (1½) times thirteen and one-third (13⅓) hours.

Management shall offer these shifts biannually but at a rate at which staff can be replaced so as not to adversely effect the operation of the Rest Home. Management may expand on this concept to other employees based on need, upon agreement with the Union.

Those employees working the thirty-six (36) hour work week for forty (40) hours of pay schedule shall be paid weekend and/or shift differentials as set forth in Article XIV.

13.5 Detail Pay

Employees assigned to detail work shall be compensated at the hourly rate of $24.71 per hour. The County will increase the detail rate when the rate is increased by the U. S. Marshall's Office.

Opportunities for detail work shall be posted. Interested employees may volunteer for such work and it shall be assigned on a first come – first served basis.

Hours worked on details will be counted as "overtime" when calculating the number of hours worked per week in accordance with Article 13.3 of this Agreement. Overtime provisions of this Agreement are not applied to the flat hour detail rate.

Employees may not volunteer for or be assigned detail work when they are on vacation, sick leave, Worker's Compensation leave, disability leave or holiday.

ARTICLE XIV
Shift Assignments, Shift Differentials and Weekend Differentials

14.1. The Employer may change an employee's shift only for good and sufficient reason, and any such change shall apply to the employee with the least bargaining unit seniority qualified to do the work.

14.2. Whenever the employee requests a change of shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working, unless the Employer cannot hire a qualified replacement for the employees on this present shift. It is agreed that the Employer shall make earnest efforts to hire such a replacement.

14.3. Shift Differential:

Riverside Rest Home
The Employer will pay a shift differential of $.80 (eighty) cents per hour for all Rest Home employees as per current practice, except as noted in section 14.3.

If the hours of work are changed, the Employer shall continue to pay shift differential to second and third shift employees for all hours worked on their shift. This shall apply only to those shifts receiving differential as of the effective date of the Agreement.

However, if the Employer changes the hours of work of employees presently not receiving shift differential as of the date of this Agreement, disputes as to whether or not those employees shall receive shift differential shall be decided under the grievance and arbitration procedure.

The Employer will pay a shift differential of one dollar and fifteen cents ($1.15) per hour for L.N.A., L.P.N., R.N. and H.N. working on the afternoon shift (3:00 pm to 11:00 pm) and on the night shift (11:00 pm to 7:00 am).

House of Corrections
The Employer will pay a shift differential of $.80 (eighty) cents per hour for all House of Corrections employees for the 2nd and 3rd shift.

14.3.1 The Employer shall pay a partial shift differential as set forth in Article 14.3, above, for the hours of 3:00 p.m. to 7:00 p.m. to employees that work the 11:00 a.m. to 7:00 p.m. shift and for the hours from 4:00 am to 7:00 am to employees that work the 4:00 am to noon shift.

14.4. Weekend Differential:

Riverside Rest Home
The Employer will pay a weekend differential of $.75 (seventy-five) cents per hour for all Rest Home employees.

House of Corrections
The Employer will pay a weekend differential of $.75 (seventy-five) cents per hour for all House of Correction employees per current practice.

14.5. Shift differential shall be included in pay for vacations and holidays if the employee

normally receives such differential. If an employee does not regularly receive shift differential, it will be included in pay for holidays if the employee is working on second or third shift at the time and shall be included in vacation pay on a prorated basis.

ARTICLE XV
Holidays

15.1. The following days will be paid holidays for bargaining unit employees following one hundred eighty (180) days of service:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

The following days will be paid holidays for bargaining unit employees following one (1) year of service:

Employee's Birthday	Personal Holiday

Personal holidays shall be available for use by unit employees during each contract year following the completion of one (1) year of employment. Personal holidays shall lapse if not used during the contract year. Personal holidays must be taken as time off. They will not be paid as additional compensation.

15.2. Holiday pay for eligible full-time employees shall be based on the employee's regular straight-time hourly rate multiplied by eight (8). Holiday pay for all part-time employees shall be prorated and computed on the straight time hourly rate.

15.3. Riverside Rest Home
All employees who are required to work on Thanksgiving Day, Christmas Day, or New Years Day shall be paid at the rate of time and one-half (1½) for that day in addition to holiday pay for that day. An employee may choose to take a day off with pay or in case of part-time employees, a prorated day off with pay in lieu of holiday pay.

Scheduling of Unit/Department employees on Thanksgiving Day, Christmas Day and New Years Day shall be based on bargaining unit seniority by unit/department. Employees are required to work at least one (1) of these three (3) holidays. However, if their unit/department is closed for the holiday and any such employee who is classified the same as those assigned to another unit/department shall be so assigned to comply with the requirement.

House of Corrections
Employees of the House of Corrections who are required to work on Thanksgiving Day,

Christmas Day, or New Year's Day shall be paid at the rate of time and one-half (1½) for that day in addition to holiday pay for these days.

15.4. On all other holidays listed in Section 15.1 above, other than Thanksgiving Day, Christmas Day, and New Year's Day, all employees shall be paid their regular straight-time hourly rate multiplied by (8) hours. In addition to their regular pay, all employees shall be entitled to holiday pay in accordance with section 15.2 above. An employee may choose to take a day off with pay in lieu of the holiday pay.

a. Effective for employees hired before April 1, 2001

House of Corrections
On all other holidays listed in Section 15.1 above, other than Thanksgiving, Christmas, and New Year's, all employees shall be paid their regular straight-time hourly rate multiplied by eight (8) hours. In addition to their regular pay, all employees shall be entitled to holiday pay in accordance with section 15.2 above.

15.5. An employee may exchange a recognized holiday for a religious holiday if the department head so approves.

15.6. The Employer agrees to provide free meals to all employees who work on Thanksgiving Day, Christmas Day, New Year's Day, and on any snow day.

15.7. Employees who call in sick the scheduled day before or scheduled day after a holiday or on the holiday will forfeit their holiday pay except when covered by a written medical excuse from a physician.

15.8. An employee's birthday shall be available, as a paid holiday, only after one (1) year of employment. An employee's birthday holiday must be used within thirty (30) days of the date of the birthday. If the birthday holiday is not scheduled within thirty (30) days, it will be forfeited. If an employee requests the scheduling of the birthday holiday in a timely fashion, but is not permitted to take the time off, he/she will not forfeit the benefit. Employee's birthdays must be taken as time off. They will not be paid as additional compensation.

15.9. Unused holiday time may be used for an extension of bereavement leave.

15.10. Employees are allowed to take only one (1) holiday during the month of December, unless they have a December birthday, in which case they may take two (2) holidays during the month of December.

ARTICLE XVI
Vacations

16.1. All full-time employees are eligible for vacation with pay in accordance with the following

schedule.

At the completion of 180 days of employment:	One (1) week of vacation;
At the completion of one (1) year of employment:	One (1) additional week of vacation (two (2) weeks of vacation per year);
At the completion of five (5) consecutive years:	Three (3) weeks vacation;
At the completion of ten (10) consecutive years:	Four (4) weeks vacation;
At the completion of fifteen (15) consecutive years:	Five (5) weeks' vacation.

16.2. If a holiday referred to in Article XV occurs during an employee's vacation, the employee will receive an additional day of vacation or have his/her vacation extended with the permission of the Employer. Such permission shall not be unreasonably denied.

16.3. Use of Vacation Time:

Employees at any time may request to take vacation for any time period.

Notwithstanding the above, requests shall be submitted to the department head by April 15th for preferred summer vacation time (which covers time from June 1 through October 31), and by September 15th for preferred winter vacation time (which covers time from November 1 through May 31). Vacation requests submitted in this manner shall be awarded on the basis of seniority; but after the specified deadline dates vacation requests will be granted on a first come – first served basis. The Employer will be responsible for notifying each employee (who has submitted a vacation request for "preferred time") regarding the status of his/her request on, or before, April 30th and September 30th, respectively.

No more than two (2) weeks of leave will be allowed off during the months of July and August, except if his/her birthday occurs during those months an additional day may be taken off. Employees may use any type of leave time available to them except that vacation leave may be denied for July and August if an employee has utilized sick leave in excess of two (2) weeks during the period.

During the month of December, up to one (1) week of vacation shall be allowed at the discretion of the department head in accordance with the third paragraph of 16.3.

16.4. Vacations will be based on the anniversary date of employment. The probationary period is included in determining the employee's length of continuous employment for purposes of calculating vacation time. Employees who are hired prior to the fifteenth (15th) day of the month will begin accrual from the first of the month; employees hired after the fifteenth (15th) day of the month will begin accrual from the first day of the next month. There will be no accrual for the month of termination.

16.5. The Employer will pay earned vacation benefits to non-probationary employees who resign with two (2) weeks written notice.

16.6. Paid absences shall be considered as time worked in determining the amount of vacation pay for employees. All unpaid leave shall not be considered as time worked in determining the amount of vacation pay except in cases of maternity leave and Worker's Compensation leave for which an absence not exceeding ninety (90) days shall be considered time worked in determining the amount of vacation pay.

ARTICLE XVII
Sick Leave

17.1. Sick Leave:
Full-time employees shall earn approximately one (1) day per month or twelve (12) sick days each year.

Part-time employees assigned regularly for twelve (12) hours a week or more shall accrue sick time on a prorated basis. The amount given to part-time employees shall be a prorated amount of the number available to full-time employees as set forth in the above paragraph.

Employees shall receive said days as of the date of employment, but said days shall only be taken at the completion of the probationary period.

17.2 To be eligible for paid sick leave, employees must report illness or disability to their immediate supervisor at least two (2) hours prior to scheduled shift. Extenuating circumstances will be considered and not unreasonably denied.

17.3. The Union agrees to cooperate with the Employer in preventing abuse of the sick leave plan so that sick leave will only be taken when genuinely necessary. The jointly agreed plan for preventing sick leave abuse is detailed as follows:

a. Holiday Time and/or Vacation Leave shall be substituted for sick time if an employee has no sick time available. In all instances, if both holiday time and vacation leave are available, the County shall first debit an employee's holiday time.

b. Riverside Rest Home
Any employee who misses an average of more than six (6) scheduled work days over a six (6) month period shall be subject to a reduction of eight (8) hours per week; i.e. 40 hours reduced to 32 hours per week, for three (3) months and then reevaluated and may then increase hours. A prolonged continued absence (three days or more) based on a doctor's diagnosis and permission slip shall not be counted for the purpose of this provision. Part-time employees will have their missed schedules and reduced schedules computed on a pro-rated basis.

c. Riverside Rest Home
Any employee who misses two (2) eight hour scheduled weekend work shifts,

during any ninety (90) day period, shall be required to make up that time within the next 90 (ninety) days as scheduled to meet the needs of the facility. A prolonged continued absence (two days or more) based on a doctor's diagnosis and permission slip shall not be counted for the purpose of this provision. Part-time employees will have their missed schedules and reduced schedules computed on a pro-rated basis.

d. Sick leave may not be used for contiguous days before or after a vacation (subsection a. will not apply in such instances).

e. Employees who fail to report for work before or after a vacation or holiday twice or more in a calendar year without a valid reason will forfeit two (2) days of accumulated sick leave and also may be subject to the penalty detailed in section 15.7 of this Agreement regarding holiday pay.

17.4. Employees shall receive straight time pay for all accrued sick time over a balance of forty-eight (48) hours as of June 1st and December 1st of each year. This pay for accrued sick time will be provided during the second pay period after June 1st and December 1st of each year. A balance of forty-eight (48) hours or less will be carried over to the following year as accrued sick time. Under this program, full-time employees can earn up to ninety-six (96) hours (twelve days) of straight pay per year as reimbursed for good attendance. Employees may choose whether to receive payment for sick time semi-annually in June and December, or annually in December only.

17.5. Upon resignation, employees will be paid straight time for any accrued and entitled vacation time, holidays, and sick leave, provided they have given proper notice to the Employer and continued to work during the two (2) week period. Extenuating circumstances will be considered if the employee is unable to work the final two (2) weeks.

ARTICLE XVIII
Insurance

18.1. The Employer shall provide health insurance to eligible employees according to the following schedule of County subsidies. Employee contributions covering premium costs in excess of the County's subsidy shall be made through weekly payroll deductions. The Employer may change the insurance provider if the plans offered provide similar options to eligible employees.

Effective January 1, 2013, the County will establish an individual Health Reimbursement Account (HRA) for each employee participating in the health insurance plan to be used for the payment of the health insurance annual deductibles. The HRA will be maintained by the County or the County's designated third party administrator. The County shall contribute twenty-five (25%) percent of the annual deductible to the HRA, based upon the coverage selected by the employee.

Effective December 31, 2013, the County deductible contribution to the HRA shall increase to thirty-seven (37%) percent of the annual deductible amount, based upon the coverage selected by the employee.

Employee contributions toward the premiums shall be paid (at their option) with pre-tax dollars and administered through a Section 125 plan. In addition, there will also be a Flexible Spending Account which will allow employees to pay for qualified medical expenses on a pre-tax basis. These plans shall be administered at no cost to bargaining unit employees. The Employer, or designee, shall present continued educational programs for current and new bargaining unit employees, during working hours, to inform all bargaining unit employees of the Section 125 plans, their existence and available options.

Effective January 1, 2014:

The County's share of annual health insurance premiums, regardless of the option selected, shall be as follows:

For full-time employees, the County shall pay the following base amounts:
For the single plan, the County will pay $6,950.12
For the two-person plan, the County will pay $14,420.24
For the family plan, the County will pay $19,415.24

For part-time employees, 30-39 hours, the County shall pay the following base amounts:
For the single plan, the County will pay $6,170.12
For the two-person plan, the County will pay $12,860.24
For the family plan, the County will pay $16,555.24

For part-time employees, 20-29 hours, the County shall pay the following base amounts:
For the single plan, the County will pay $4,610.12
For the two-person plan, the County will pay $9,740.24
For the family plan, the County will pay $11,355.24

If the annual health insurance premium is less than the above referenced amount, then the County shall pay only the amount of the annual health insurance premium.

To be eligible, employees must work at least twenty (20) hours per week.

Application to join the health insurance plan must be made within the first one hundred fifty (150) days of eligible employment in order that membership to be effective after six (6) full months of employment; otherwise, membership can only be accepted on the anniversary date of July 1st, by applying before June 1st.

If employment began before the fifteenth (15th) day of the month, the starting date of employment for health/hospitalization purposes, will be the first day of that month. If

employment began on or after the fifteenth (15th) day of the month, the starting date of employment for health / hospitalization purposes will be the first day of the next month.

18.2. For a period of up to twelve (12) weeks, in a twelve (12) month period, medical insurance coverage will be continued on the same basis as provided to the employee while he/she was an active employee.

Commencing with the thirteenth (13th) week of leave, in the twelve (12) month period, weekly payments for continued medical insurance coverage when on leave will be fifty percent (50%) of the premium for the plan. Employees who go on leave must contact the Personnel Office within the first ten (10) days of leave to make arrangements for these weekly payments. If arrangements for payment are not made within this time frame, insurance coverage will be canceled.

18.3. The retail prescription drug benefit shall provide for employee co-payments ten ($10) dollars per prescription for generic drugs, twenty-five ($25) dollars per prescription for brand name drugs and forty ($40) dollars per prescription for non-preferred brand name drugs. The mail order prescription drug benefit shall provide for employee co-payments ten ($10) dollars per prescription for generic drugs, forty ($40) dollars per prescription for brand name drugs and seventy ($70) dollars per prescription for non-preferred brand name drugs. Prescriptions are available from authorized pharmacies or by mail. The mail order program provides up to a 90 day supply for each prescription.

18.4. Waiver of Health Insurance Benefits:

A. For Employees hired after January 1, 2013:

Employees who have health insurance coverage under a spouses plan, other than through a Strafford County plan, will be eligible for the waiver of benefits, subject to the criteria detailed in this section. Full time employees will be compensated fifty dollars ($50) per week in accordance with Article 12.8 of this Agreement (Pay in Lieu of Benefits) and part time employees who work at least 20 hours per week are eligible for prorated compensation.

To be eligible for this benefit, employees must meet the following criteria:

(a) Have and show proof of their coverage in a spouse's plan.
(b) Initially, attend an informational seminar presented by the County explaining the health insurance plans.

B. For Employees hired prior to January 1, 2013:

Employees who have health insurance coverage under a spouses plan, including the County's plan, will be eligible for the waiver of benefits, subject to the criteria detailed in this section. Full time employees will be compensated fifty dollars ($50) per week in accordance with Article 12.8 of this Agreement (Pay in Lieu of Benefits) and part time

employees who work at least 20 hours per week are eligible for prorated compensation.

To be eligible for this benefit, employees must meet the following criteria:

a) Have and show proof of their coverage in a spouse's plan or enrollment in the County's health insurance plan.
b) Initially, attend an informational seminar presented by the County explaining the health insurance plans.

Note: Choosing to refuse all County health insurance options, absent the proof of coverage in a spouse's plan, does not qualify an employee for waiver of benefits compensation.

Informational seminars will be held quarterly. Compensation will commence during the first pay period in the months of January, April, July, and October only. New employees will be eligible for compensation the first pay period of the next quarter following completion of the probationary period.

It should be noted that once County Insurance has been discontinued, or waived, employees may not re-enroll until Group Reopening (currently the month of November of each year.)

Employees who receive compensation in lieu of health insurance must show proof of that health insurance annually - in October or upon request of the personnel department.

It is the employee's responsibility to notify the County when they no longer have other health insurance. At this time they will become ineligible for compensation and they would become eligible to pick up health insurance at Group Reopening - in July.

18.5. Dental Insurance

The Employer shall provide a dental plan, Delta Dental, with the same coverage as in effect for existing plans. Employee cost (contributions are as follows):

Employment Category	Cost Per Week to Employee
40 hours per week	No employee cost
30-39 hours per week	$5.00
20-29 hours per week	$6.00
12-19 hours per week	$7.00

Employees to be eligible must work at least twelve (12) hours per week. Application must be made within the first sixty (60) days of eligible employment for membership to be effective after three (3) full months of employment; otherwise, membership can only be accepted on the anniversary date of July 1, by applying before June 1.

Management agrees to provide two (2) person and family dental insurance at a cost to the

employee of the difference between the single person premium rate and the two (2) person premium or family premiums rate, dependent upon the level of coverage selected by the employee. Single person coverage shall be provided to all eligible full-time employees at no cost.

Employees may elect to have their contributions to cover premium costs paid with pre-tax dollars and administered through a section 125 plan.

18.6 Disability Insurance

Eligible employees are provided disability insurance, in accordance with the County's Plan, one (1) year following their date of employment.

18.7. The Employer shall provide disability insurance at the rate of two-thirds (2/3) base pay for a period of up to six (6) months. Such disability shall be effective after the seventh (7th) consecutive calendar day of absence due to non-work related sickness, illness, injury, or disability. An employee absent due to maternity disability shall be eligible for disability insurance.

Part time employees shall be paid sick leave for the five (5) day elimination period at a rate consistent with the number of hours they work in a week, not at the full time rate of forty (40) hours of sick leave for the five (5) day absence.

If an employee doesn't have available sick leave, then available holiday time and vacation leave shall be used to cover the elimination period. In all instances, if both holiday time and vacation leave are available, the County shall first debit an employee's holiday time.

18.8. The Employer shall make every effort to replace an employee who is absent due to disability leave.

ARTICLE XIX
Bereavement Leave

19.1. Bereavement Leave

A permanent full-time employee who suffers the death of mother, father, sister, brother, daughter, son, or spouse shall be given five (5) regularly scheduled work days off with straight-time base pay for each of the days which said employee would have otherwise worked.

A permanent full-time employee who suffers the death of mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, legal guardian, or other relatives living in the household, shall be given three (3) regularly scheduled work days off with straight-time base pay for each of the days which said employee would have otherwise

worked.

An employee who suffers the death of an aunt or uncle shall be given one (1) regularly scheduled work day off on the date of services with straight time base pay for the day which said employee would have otherwise worked.

An employee who suffers the death of a foster parent, sister-in-law, brother-in-law, or grandparent-in-law, shall have one (1) day paid leave to be charged as sick time.

19.2. Permanent part-time employees will be given time off with pay on any regularly scheduled work day for regular number of hours scheduled for the bereavement leave as provided and described in sections 19.1.

19.3. Requests for Bereavement Leave

Riverside Rest Home
Requests for bereavement leave for deaths of other extended family members or friends shall be presented to the Administrator. In his/her absence, requests shall be processed by the Director of Nursing or the Director of Administrative Services. Such approval shall not be unreasonably denied.

House of Corrections
Requests for bereavement leave for deaths of other extended family members or friends shall be presented to the Superintendent or Operations Manager. Such approval shall not be unreasonably denied.

ARTICLE XX
Retirement

20.1. Employees, employed for thirty five (35) hours a week or more, are provided with New Hampshire State Retirement - Group I coverage.

20.2 Correctional Officers, Program Coordinator and Administrative Correctional Officers employed for thirty five (35) hours a week or more will be provided with New Hampshire State Retirement - Group II coverage.

20.3 Employee contributions to the New Hampshire State Retirement System shall be on a pre-tax basis.

ARTICLE XXI
Jury Duty

21.1. Should a permanent full-time employee be required to serve on jury duty, the Employer will pay the difference, if any, between the amount received by the employee as juror's compensation and the employee's regular straight-time earnings lost during such jury

duty.

21.2. Should a permanent part-time employee be required to serve on jury duty, the Employer will make up the difference only on days and hours normally scheduled to work.

21.3. An employee's immediate supervisor shall be given an advance notice of twenty-four (24) hours prior to jury duty. Employees requesting Jury Duty pay must provide a copy of the Court Voucher to the business office.

21.4 Any employee required to serve on Jury Duty will be allowed reasonable travel time before and after service, from their scheduled workplace, to allow such service; however, they are required to work all scheduled hours not required by Jury Duty or travel time.

ARTICLE XXII
Unpaid Leave

22.1. Extended Leave Without Pay

All employees covered by this Agreement who have completed one (1) year of service and have worked one thousand two hundred and fifty (1250) hours for the County shall be eligible for unpaid leave in accordance with the following:

Involuntary leave shall be defined as disability, illness (including maternity disability), or extreme illness involving the employee's immediate family (spouse, children, or parent), or in cases of adoption. Upon expiration of involuntary leave, so defined, of twelve (12) weeks in a twelve (12) month period or less, the employee shall be reinstated to his/her former unit. Upon returning from an involuntary leave in excess of twelve (12) weeks in a twelve (12) month period, he/she will be given the first opportunity to return to his/her former position and shift when said opening is available.

22.2. Maternity Leave:

When an employee shall become pregnant, she shall furnish the employer with a certificate from her physician as soon as possible, but no later than the fifth (5th) month of pregnancy, stating the expected date of delivery. She shall be permitted to continue working provided her physician certified she is able to do so and provided her ability to perform her normal duties efficiently continues without harm to herself or her child and without adversely affecting patient care. Maternity leave will be granted up to twelve (12) weeks in a twelve (12) month period. Upon expiration of an approved maternity leave, the employee shall be reinstated to her former position and shift. If possible to do so, the employee will also be reinstated to her former unit. If the maternity leave exceeds twelve (12) weeks, she will be given the first opportunity to return to a position for which she is qualified and will be given the first opportunity to return to her former position and shift when said opening is available. If possible to do so, the employee will also be reinstated to her former unit.

22.3. Military Leave:

Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law.

22.4. Industrial Accident (work-related injury):

A leave of absence will be granted to an employee if he/she is absent because of an industrial accident (work-related injury). If such leave does not exceed twelve (12) consecutive weeks, the employee shall be reinstated to his/her former position and shift. If possible to do so, the employee will also be reinstated to his/her former unit. If the leave exceeds twelve (12) consecutive weeks, the Employer shall reinstate the employee to his/her former position and shift if possible to do so. If not, the employee will be given the first opportunity to return to a position he/she is qualified for and will be given the first opportunity to return to his/her former position and shift. If possible to do so, the employee will also be reinstated to his/her former unit. When returning from such leave, the employee must provide the Employer with a certificate from a physician stating the employee may resume normal and full duties.

If an employee is absent due to an industrial accident, he/she will receive dental and medical insurance and other benefits up to twelve (12) weeks in a twelve (12) month period and shall be reinstated to his/her former position and shift if he/she returns within this period. All other benefits shall accrue up to ninety (90) days.

22.5. Personal Leave:

Personal leaves without pay may be granted at the discretion of the Employer. Such leaves shall not be unreasonably denied. Such leaves shall begin after employee has used all accumulated leave time with the exception of sick time. If such leave does not exceed thirty (30) consecutive days, the employee will be reinstated to his/her former position and shift. If possible to do so, the employee will also be reinstated to his/her former unit. If the leave exceeds thirty (30) consecutive days, the employee will be given the first opportunity to return to a position he/she is qualified for and his/her former position and shift. If possible to do so, the employee will also be reinstated to his/her former unit.

22.6. Upon the expiration of a leave where the position and shift is held, an employee may request an additional leave of absence during which position and shift may or may not be held at the discretion of the Employer.

22.7. In the event an employee wishes to return to work prior to the expiration of an approved leave of absence, he/she will give the Employer two (2) weeks advanced notice.

22.8. Except as otherwise specified in this Agreement, while on an unpaid leave of absence an employee shall not be entitled to earn or accrue holiday, vacation, sick leave, or other

benefits related to length of employment. Similarly, while on unpaid leave as defined in this Article, an employee will not forfeit or lose any benefits or seniority gained prior to the inception of such leave. An employee on education leave shall return from said leave without loss of seniority earned prior to said leave.

22.9. An employee on a leave of absence who goes into business or engages in paid work elsewhere shall be deemed to have quit voluntarily and without recourse and shall forfeit his/her seniority and all other rights under this Agreement. Disputes under this section will be subject to the grievance and arbitration procedure.

ARTICLE XXIII
Safety

23.1. The Employer shall furnish a place of employment, which is free from recognized hazards that are causing or likely to cause death or serious physical harm to employees. The Union shall cooperate with the Employer in the carrying out of all the Employer's safety measures and the practices for accident prevention. In furtherance of the safety goals of the parties, employees will perform work in conformance with the Employer's safety rules and shall report known safety hazards. Each supervisor shall take prompt and appropriate action to report and/or correct if possible any unsafe conditions or actions that are reported or observed by the supervisor.

23.2. Employees shall perform their duties in a safe and efficient manner. The Union agrees that employees shall use health and safety equipment provided by the Employer.

23.3. No employee shall be required to work on, with, or about an unsafe piece of equipment. Except where there is a clear and present immediate danger to the employee, an employee must follow the rule of completing work and grieving the safety condition later.

23.4. The Employer recognizes the need to train employees in the use of equipment and restraints normally used in the course of their duties relating to patient and inmate care. The Employer agrees to provide Health and Safety Training in areas identified by the Labor/Management Health and Safety Committee.

23.5. Labor Management Committee

Riverside Rest Home
The Union and the Employer agree that safety rules, regulations and conditions will be the subject of the labor-management committee meeting for the Riverside Rest Home once every ninety (90) days or more frequently if mutually agreed upon. Agendas for such safety meetings shall be exchanged seventy-two (72) hours in advance of each meeting.

House of Corrections

The Union and the Employer agree that safety rules, regulations and conditions will be subject of the labor-management committee meeting for the Department of Corrections once every ninety (90) days or more frequently if mutually agreed upon. Agendas for such safety meetings shall be exchanged seventy-two (72) hours in advance of each meeting.

23.6. In the event an employee sustains an injury while at work which required medical attention, the Employer shall provide emergency medical attention, either at the facility, or transportation to a suitable medical facility.

23.7. Worker's Compensation:

Worker's Compensation, as distinguished from sick leave, shall mean absence from duty by an accident, injury, or occupational disease incurred while the employee was engaged in the performance of his/her official duties. The County will pay to an employee who is absent as the result of an employment related disability an amount which is provided for by New Hampshire statute.

An employee may utilize accumulated sick leave or vacation to cover the period of time between the occurrence of a job related injury or disease and the onset or availability of Worker's Compensation payments.

At any time after a job related disability, the employee may request that accumulated sick and vacation leave be used as special disability leave to either provide for continued receipt of pay or to supplement the payments noted above. In no case shall the combination of Worker's Compensation payments and sick/vacation leave used equal more than one hundred percent (100%) of the employee's regular rate of pay.

The County will provide alternative/transitional duty programs for employees injured on the job and unable to assume the full duties and responsibilities of their job in compliance with RSA 281 A:23-B.

23.8. The County agrees to provide additional training on constructive ways to deal with excitable patients and inmates.

23.9 Drug and Alcohol Policy:

23.9.1 Employees shall not possess, use, or sell illegal controlled substances or alcoholic beverages while on duty in the correctional facility or rest home. Possession shall include, but not be limited to, concealment or storage in a locker, bag, or other place on such premises that is accessible to the employee during working hours.

23.9.2 Employees shall not report to work or attempt to work while under the influence of

illegal controlled substances or alcoholic beverages. Employees shall not report to work or attempt to work while suffering from the effects of prescription or over-the-counter drugs or medication which would impair their ability to do their job.

23.9.3 The County Administrator, Superintendent or their respective designee(s) may enforce this policy:
(a) by requiring employees to submit to drug and/or alcohol testing and/or
(b) by conducting searches of employees and their personal belongings located upon the premises, upon reasonable suspicion that the employee is under the influence of an illegal controlled substance or alcoholic beverage or that the employee is concealing illegal controlled substances or alcoholic beverages in the area to be searched. Reasonable suspicion shall mean the quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual reported for work under the influence of medication, illegal controlled substances or alcoholic beverages, is or has been using illegal controlled substances or alcoholic beverages while on duty or is under the influence of illegal controlled substances or alcoholic beverages while on duty. The name of any such designee of the County Administrator or the Superintendent who is authorized to enforce this policy shall be provided in writing to the Union. An employee shall not be under any obligation to follow any directive under this policy from any designee who has not previously been identified in writing to the Union.

23.9.4 Drug and/or alcohol testing shall include, but not be limited to, providing urine or blood samples at a medical facility (not a County facility) qualified to perform drug and/or alcohol testing. If the employee has been ordered to submit to a urine test, the employee may also have the option of having a blood test performed. All testing shall be performed at the expense of the County. A positive test result for an illegal controlled substance or alcoholic beverage shall be disclosed to the County Administrator, Superintendent or their respective designee(s). However, the confidentiality of every employee's medical information shall be maintained as required by law.

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

(a) Fails to comply with this policy or to cooperate with the County Administrator, Superintendent or their respective designee(s) in the administration of this policy.

(b) Exhibits behavior that is harmful or potentially harmful to him/her self, inmates or other employees.

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

(d) Refuses to provide documentation of treatment.

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

(f) Refuses to submit to independent testing under Section 23.9.3 above, at County expense, if requested to do so by the County Administrator, Superintendent or their respective designee(s).

23.9.6 Any employee who is diagnosed as dependent on alcohol or drugs by a medical professional, a certified counselor or an accredited treatment facility shall receive the same consideration as employees with other serious illnesses. The employee may be placed on leave in accordance with the provisions of Article XVII of this Agreement until the employee presents the County Administrator, Superintendent or their respective designee(s) with a fitness for duty certificate and a plan of treatment from a medical professional, a certified counselor or an accredited treatment facility. The employee may be required to present periodic documentation from the medical professional, certified counselor, or treatment facility of ongoing fitness for duty and treatment whether the employee remains on leave or returns to work.

In the event of drug testing, such testing shall at least fulfill the requirements set forth in 49 CFR 40, U.S. Department of Transportation Procedures for Transportation Work Place Drug Testing Programs.

ARTICLE XXIV
Personnel Records

24.1. Personnel Records

Riverside Rest Home
The employee may inspect his or her personnel file by appointment through the Director of Administrative Services during normal office hours. Such inspection shall be made in the presence of the Director of Administrative Services. Letters of reference shall be excluded. All warnings and/or other notices of disciplinary action will not be considered for further disciplinary action after one (1) year, but will be retained in the personnel file.

House of Corrections
The Employee may inspect his or her personnel file by appointment through the Operations Manager during normal office hours. Such inspection shall be made in the presence of the Operations Manager. Letters of reference shall be excluded. All warnings and/or other notices of disciplinary action will not be considered for further disciplinary action after one (1) year, but will be retained in the personnel file.

ARTICLE XXV
Termination of Employment

25.1. When a bargaining unit employee either resigns, retires or otherwise permanently vacates

his/her position, said employees shall be entitled to receive all benefits as outlined in the contract, such as section 17.5 Sick Leave.

ARTICLE XXVI
Staff Committee

26.1. A Labor-Management Committee, consisting of the Union Representative and not more than five (5) bargaining unit members, chosen by the Union, and the Labor Relations Manager (or the equivalent) and not more than five (5) members of the Administration shall meet at mutually convenient times for the purpose of discussing professional practice matters of mutual interest and concern. This committee shall serve solely in an advisory capacity. Said capacity will not exclude grievable items from being processed through the grievance and arbitration procedure.

ARTICLE XXVII
Separability

27.1. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, provided, however, that all other provisions of this Agreement and application thereof will continue in full force and effect.

ARTICLE XXVIII
Term of Agreement

28. This Agreement shall become effective January 1, 2014 and shall expire December 31, 2014.

SIGNED: State Employees' Association of New Hampshire, Inc., S.E.I.U. Local 1984

Kathleen Mayo, Chapter President — Date: 12/27/13

Kevin Bowdridge, Chapter V.P. — Date: 12/27/2013

Brenda Stone — Date: 12/27/13

John Aggs — Date: 12/27/13

Joshua Gregory — Date: 12/27/13

Brett Lane — Date: 12-27-13

Anita Preston — Date: 12/24/13

SIGNED: Chief Negotiators

Christopher Long — Date: 12-23-13
For SEA of New Hampshire, Inc.
S.E.I.U. Local 1984

Gary W. Wulf — Date: 12/23/13
For Strafford County

George Maglaras, Chairman — Date: 12/23/13

Robert J. Watson, Vice Chairman

Leo E. Lessard, Clerk
Strafford County Commissioners