AGREEMENT BETWEEN

SULLIVAN COUNTY COMMISSIONERS

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFSCME COUNCIL 93

ON BEHALF OF CERTAIN EMPLOYEES OF THE

SULLIVAN COUNTY HEALTH CARE

EFFECTIVE
JUNE 17, 2008 - JUNE 30th, 2011

ORIGINAL

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ARTICLE I
PARTIES

The Sullivan County Commissioners (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees, Council 93 (hereinafter referred to as the "Union") agree as follows:

ARTICLE II
RECOGNITION

1. The Employer, except as for otherwise provided herein, hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all regular full-time and regular part-time employees of the Sullivan County Health Care in the following job classifications:

Registered Charge Nurse

Licensed Practical Charge Nurse

Licensed Medication Nursing Assistant

Licensed Nursing Assistant

Restorative Therapy Aide

Transportation Aide

Ward Secretary

Secretary II- Nursing Dept.

Activity Aide

Senior Maintenance Worker

Master Electrician

Laundry Worker

Housekeeper

Cook

Baker

Food Service Worker

2. Excluded from recognition or coverage under this Agreement are the following job classifications:

Administrator

Business Office Manager

Director of Human Resources

Human Resources Assistant

Director of Nursing

Nurse-Nurse Manager

Nurse-Supervisor

Quality Assurance Specialist

Staff Development Coordinator

Administrative Assistant

Staffing Coordinator

Assistant Director of Nursing

Nurse Practitioner

Director of Facilities Management

Assistant Director of Facilities Management

Director of Recreation

Director of Social Services

Social Worker

Food Service Director

Assistant Food Service Director

PM Supervisor

Article II continued:

Housekeeping/Laundry Supervisor

Maintenance Foreman

Carpentry Supervisor

MDS Coordinator

Clinical Reimbursement Coordinator

Central Supply Coordinator

Secretary II- Environmental Services

Admissions Coordinator

External Care Coordinator

Dietician*

Registered Physical Therapist*

Registered Occupational Therapist*

(*) Indicates Contracted Positions

and all other supervisors, professional and confidential employees, persons in probationary or temporary status, employed seasonally, irregularly, or on call or other employees of Sullivan County. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the job classifications set forth in the first paragraph of this Article.

3. Excluded from recognition or coverage under this Agreement are any and all employees regularly scheduled to work less than 32 hours per week who are hired after the signing of this agreement.

ARTICLE III
MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of this Agreement, the management of the Sullivan County Health Care, in all its phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over all matters concerning the management and operation of Sullivan County Health Care, including but not limited to, the right to decide functions, programs and methods to be used for all the operations of said Sullivan County Health Care, including the use of technology, Sullivan County Health Care's organizational structure and the selection, direction, schedule and number of all personnel so as to continue public control of governmental functions as well as all rights retained by virtue of New Hampshire Revised Statues Annotated Chapter 273-A. It is further specifically agreed that this Article shall not be subject to the Grievance Procedure Article as hereafter set forth.

ARTICLE IV
INTERFERENCE WITH COUNTY OPERATIONS AND LOCKOUTS PROHIBITED

1. The Union, its officers and agents agree that they will not authorize, sanction, participate in or condone a strike, work stoppage, work slowdown, boycott, or any other action interfering with or designated to interfere with any of the work or operations of Sullivan County Health Care or of Sullivan County government during the term of this Agreement, and the Employer agrees that it will not engage in any lockout during the term of this Agreement.

2. Both parties agree that they will immediately disavow any such action set forth in Paragraph 1 above, taken by any employee or group of employees and the Union shall take all reasonable means to induce such employee or group of employees, to terminate such action forthwith. The Employer retains the right to take any action as may be available pursuant to RSA Chapter 273-A:13 as it now exists or may later be amended during the term of this agreement.

ARTICLE V
PROBATIONARY EMPLOYEES

Any employee hired or appointed must serve a probationary period of twelve (12) continuous months from the date of hire or appointment and such probationary employee shall not be entitled to representation by the Union or be covered by any of the terms of this Agreement provided, however, that Health, Life and Dental Insurance shall begin in accordance with the terms of this Agreement. Probationary employees are employees at will and may be terminated by the Employer without just cause.

The provisions of this section shall apply only to employees hired by Sullivan County Health Care after the effective date of this agreement.

ARTICLE VI
NO CALL/NO SHOW

The Union and Employer both recognize the burden placed on fellow employee's and the potential risk of reduced quality of care when an employee scheduled to work fails to show up for work and also fails to call in regarding his/her inability to show up for work as scheduled.

The Union and Employer agree that the first no-call/no-show shall not result in discipline but shall result in a written letter warning to the employee and that a second no-call/no show shall result in termination.

The Administrator, or such other person as the Commissioners direct, shall have the discretion not to terminate the employee for a second no-call/no-show but to impose lesser discipline or no discipline at all if circumstances warrant.

ARTICLE VII
WAGES

1. The job classifications listed below are in the following pay grades:

		Pay Grade
A.	**Nursing**	
	Registered Charge Nurse	14
	Licensed Practical Charge Nurse	12
	Licensed Medication Nursing Assistant	7
	Licensed Nursing Assistant	6
	Secretary II	6
	Transportation Aide	6
	Restorative Therapy Aide	6
	Ward Secretary	3
B.	**Special Services**	
	Activity Aide	2
C.	**Environmental Services**	
	Master Electrician	10
	Senior Maintenance Worker	6
	Housekeeper	2
	Laundry Worker	4
D.	**Dietary**	
	Cook	6
	Baker	6
	Food Service Worker	2

2. Effective with the signing of this Agreement all current employee's shall receive a one time lump sum payment equal to three percent (3%) of their regularly scheduled base rate of pay for the preceding year or portion thereof actually employed by Sullivan County Health Care and covered by the prior Agreement. This payment shall be made within two (2) payrolls of the signing of this Agreement. This lump sum payment shall not increase the base rate of pay, wage range or wage scale. Base rate of pay is defined as the employee's rate of pay excluding all premiums and differentials including but not limited to shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation.

3. Effective July 1, 2008, there will be a three percent (3%) across the board increase in the wage scale for all employees covered by this Agreement.

4. Effective July 1, 2009, there will be a three percent (3%) across the board increase in the wage scale for all employees covered by this Agreement.

5. Effective July 1, 2010, there will be a three percent (3%) across the board increase in the wage scale for all employees covered by this Agreement.

6. Compensation for Light Duty positions will be paid at sixty percent (60%) of the employee's regular base rate of pay.

ARTICLE VIII
DIFFERENTIALS

1. Effective with the signing of this Agreement, all employees required to work over two (2) consecutive hours between 3:00 p.m. and 11:00 p.m. shall be paid, above their base rate of pay, an additional $1.00 per hour for each hour worked during this time period.

2. Effective with the signing of this Agreement, all employees required to work over two (2) consecutive hours between 11:00 p.m. and 7:00 a.m. shall be paid, above their base rate of pay, an additional $1.15 per hour for each hour worked during this time period.

3. Employees required to work over two (2) hours between 11:00 p.m. Friday and 11:00 p.m. Sunday, shall be paid, above their base rate of pay, an additional 20 % of their base rate of pay plus a shift differential as defined in either paragraph 1 or 2 above, for each hour worked during this time period.

ARTICLE IX
HOURS OF WORK AND OVERTIME

1. A Regular Employee is either full-time or part-time. The normal work week for a full time employee is forty (40) hours exclusive of overtime. Full-time employees are expected to work a schedule that includes holidays. Holiday work will be assigned equitably. Part-time employees have a normal workweek of less than forty (40) hours per week, but do work on a regular scheduled basis. Part-time employees are also expected to work their fair share of holidays.

2. Each full eight (8) hour shift shall have one fifteen (15) minute coffee break and one-half (1/2) hour lunch period scheduled by the employer.

3. Time worked in excess of forty (40) hours for any week shall be compensated at a rate of one and one-half (1-1/2) times the employee's base rate of pay.

4. An employee covered by this Agreement who has left his normal place of work and the premises of Sullivan County Health Care for his/her residence and is called back for work shall be guaranteed a minimum of three (3) hour's pay at the employee's base rate of pay.

5. The opportunity to work overtime will be made available to employees as equitably as possible within their respective job classifications within a reasonable period of time. The preceding sentence shall not be based on the total number of overtime hours worked, rather, the preceding sentence relates to the number of opportunities to work overtime.

6. In case of an emergency, declared by the Administrator, the staff is expected to work overtime.

7. For mandatory in-service programs authorized by the County, employees required to attend will be compensated for time spent at the program only, at base rate of pay for

hours less than forty (40) hours per week and time and one-half hours for hours over forty (40) per week.

8. All RN's, LPN's, LMNA's and LNA's must report to work 10 minutes prior to the start of their scheduled shift.

ARTICLE X
DISCRETIONARY MERIT BONUS

Employees meeting the following criteria may be eligible for a discretionary merit bonus of $500.00. The criteria for the discretionary merit bonus are:

A. Employed by Sullivan County Health Care and covered by the Agreement for a minimum of three (3) consecutive years;

B. Within the preceding year complied with all the requirements of this and prior Agreements;

C. Within the preceding year and complied with all the policies and procedures established by the Employer;

D. Within the preceding year have had satisfactory evaluations;

E. Within the preceding year not received any discipline;

F. Within the preceding year displayed competence and cooperation in all areas of assigned work.

Decisions regarding the meeting of the above goals are at the discretion of the Employer and are not subject to the grievance process.

Employees who believe they qualify for consideration of a discretionary bonus may apply for consideration within 30 days of receiving their annual evaluation.

ARTICLE XI
DEFINED BENEFIT VACATION DAYS

1. Full time employees (40 or more regularly scheduled hours) shall earn vacation day(s) based on their years of continuous service from the most recent date of hire as follows:

0 thru 4 years of continuous service	10 days vacation per calendar year
5 thru 9 years of continuous service	15 days vacation per calendar year
10 thru 17 years of continuous service	20 days vacation per calendar year
18 plus years of continuous service	25 days vacation per calendar year

2. Part-time employees (32 or more but less than 40 regularly scheduled hours) hired before date of contract and thereafter shall earn vacation day(s) based on their years of continuous service from the most recent date of hire as follows:

0 thru 4 years of continuous service	10 days vacation per calendar year
5 thru 9 years of continuous service	15 days vacation per calendar year
10 thru 17 years of continuous service	20 days vacation per calendar year
18 plus years of continuous service	25 days vacation per calendar year

3. Part-time employees (less than 32 regularly scheduled hours) hired before signing of this agreement shall receive vacation day(s) based on their years of continuous service from most recent date of hire as follows:

0 thru 4 years of continuous service	5 days vacation per calendar year
5 thru 9 years of continuous service	7 days vacation per calendar year
10 thru 17 years of continuous service	10 days vacation per calendar year
18 plus years of continuous service	12 days vacation per calendar year

4. In order to promote a fair and equitable allocation of vacation day(s) among employees there shall be two (2) rounds of bidding for vacation day(s) based upon seniority.

Seniority for vacation bidding shall be based upon most recent date of hire. The bidding process shall be as follows:

The employer shall publish a tentative work schedule for the next calendar year on November 1 of the preceding year.

5. Prior to December 1 all full-time and part-time employees eligible for vacation day(s) shall complete a vacation bid form setting forth in order of preference from 1and up to 10 blocks, with 1 being the most preferred, the work week (5 days unless the employee is regularly schedule for less than 5 days) or weeks of vacation the employee is requesting for the next calendar year. The employee must select vacation in blocks of one or more complete weeks except that no employee can be granted more than two (2) weeks of vacation during the months of June, July and August. The vacation bid form shall be filed with Human Resources on or before December 1st and the employee shall be given a receipt for the vacation bid request form. Human Resources shall thereafter forward the vacation bid request form to the appropriate designated staffing coordinator.

6. The first block of vacation selection shall be scheduled based upon seniority ---from most senior to least senior---with the most senior employee being scheduled for the most preferred vacation day(s) on the employee's vacation request slip.

7. The second block of vacation selection shall be scheduled based upon reverse seniority--- from least senior to most senior with the least senior employee being scheduled for the most preferred vacation day(s) on the employee's vacation request slip.

8. Full and part-time employees eligible for vacation shall be treated the same under the bidding selection process.

9. For purposes of the vacation bidding process employees shall be rationally grouped based upon job description.

10. The Employer shall post on December 15 a tentative vacation schedule for the next calendar year which sets forth the employee schedule and vacation day(s) as allocated under the vacation bidding process.

11. It is the intent of the vacation bidding process to insure that employees participating in the vacation bidding process have certainty in their scheduled vacation day(s) as allocated upon completion of the bidding process. The employer, absent an emergency event, shall not alter the vacation schedule of an employee established by the bidding process.

12. Failure to file the bid request form prior to December 1 shall result in the employee forfeiting the opportunity to have vacation scheduled under the vacation bidding process.

13. All vacation day(s) not allocated under the two-round vacation bidding process set forth above shall be scheduled on a first come first serve basis by the employer taking into consideration the operating needs of the employer. The procedure shall be as follows:

    A. Employee shall make a written request for vacation to the appropriate designated staffing coordinator at any time after December 20 of the preceding calendar year. Requests shall be submitted in person Monday-Friday during normal office hours (7 a.m. to 4 p.m.). The Employer shall provide a receipt for the vacation request setting forth both the date and time of the submission of the vacation request.

    B. Employer shall respond to a vacation request within five (5) working days;

    C. Employer will update and post the schedule on a weekly basis to assist both the employer and employee in managing vacation day(s);

D. Employee's are encouraged to submit vacation as early as possible to insure that the employee has the opportunity to fully utilize vacation day(s);

14. It is the intent of both the Employer and the Union that employees use their vacation day(s) during the calendar year that they are eligible, and any unused vacation day(s) shall be forfeited.

15. It is not the intent of the Employer and the Union that an employee forfeits unused vacation day(s) if the employee had said vacation day(s) actually scheduled accordance with the provisions of this Agreement and the vacation is cancelled by the Employer due to an emergency. If the Employer cancels an employees scheduled vacation in November and/or December the employee may, at the employees election, be paid by the Employer for the vacation day(s) cancelled or the said employee may reschedule and use said vacation day(s) prior to the end of February the following year. If the Employer cancels an employee's scheduled vacation prior to November 1 the employee may, at the employee's election, be paid by the Employer for the vacation day(s) cancelled or the said employee may reschedule and use the said vacation day(s) prior to the end of that calendar year.

16. Vacation days when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8-hours. (Employees regularly scheduled for 8 hour shifts shall be paid a vacation day equivalent to the employee's base rate of pay multiplied by 8. Employees regularly scheduled for less than 8 hours shall be paid a vacation day equivalent to the employee's base rate of pay multiplied by the number of hours regularly scheduled for a day.) Base rate of pay is defined as the employee's rate of pay excluding all premiums

and differentials such as, but not limited to, shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation.

ARTICLE XII
SICK DAYS AND EXTENDED SICK LEAVE POOL

1. Full time employees (40 or more regularly scheduled hours) shall earn six (6) sick days per year upon the effective date of this agreement and each year thereafter while this agreement is in effect.

2. Part-time employees (32 or more but less than 40 regularly scheduled hours) shall earn five (5) sick days per year upon the effective date of this agreement and each year thereafter while this agreement is in effect.

3. Part-time employees (less than 32 regularly scheduled hours) hired before signing of this agreement shall earn five 5 sick days per year upon the effective date of this agreement and each year thereafter while this agreement is in effect.

4. Employees hired after signing of this agreement, unless otherwise provide herein, shall earn sick days upon completion of three (3) months of satisfactory employment.

5. Employees may use sick days as follows:

   A. with notice by the employee to the employer a minimum of two (2) hours before beginning of the scheduled shift;

   B. for employee illness, medical care and/or treatment;

   C. sick days shall be used only in 8-hour blocks except that the employee, at his/her election, may use one sick day per calendar year in two (2) four-hour blocks;

   D. a physician's report certifying the employee's ability to return to work shall be required by the Employer and shall be provided by the employee prior to the employees return to work if the employee has used three (3) or more consecutive sick days.

E. a physicians report certifying the employee's ability to return to work may be required by the Employer any time after the employee's request for use of sick day(s). The employee shall promptly comply with the Employer's request for said physician's note. The Employer shall request a physician's report under the provisions of this paragraph only if the Employer has a good faith basis to believe that the employee is not fit to return to work.

6. Sick days when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8-hours. (Employees regularly scheduled for 8 hour shifts shall be paid a sick day equivalent to the employee's base rate of pay multiplied by 8. Employees regularly scheduled for less than 8 hours shall be paid a sick day equivalent to the employee's base rate of pay multiplied by the number of hours regularly scheduled for a day.) Base rate of pay is defined as the employee's rate of pay excluding all premiums and differentials such as, but not limited to, shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation.

7. Unused sick days shall have no cash value, not be transferable or redeemable at the end of employment. Unused sick days at the end of each year, except as otherwise provided, shall be converted to Extended Sick Leave Pool hours at a rate of one (1) sick day to eight (8) hours of Extended Sick Leave, or any portion there of.

(EXTENDED SICK LEAVE POOL)

8. The Extended Sick Leave Pool is intended to provide security, in addition to other insurance benefits, by allowing employees to use Extended Sick Leave Pool hours for extended periods of personal illness. The maximum amount of Extended Sick Leave

Pool which an employee can accrue is four hundred (400) hours. Once the maximum number of Extended Sick Leave Pool hours is reached no additional time shall accrue. Extended Sick Leave Pool hours may be used only when the employee qualifies for and is receiving the benefit of FMLA. Employees not covered and receiving benefit of FMLA shall not have access to Extended Sick Leave Pool time.

9. Extended Sick Leave Pool days when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8-hours per day. Base rate of pay is defined as the employee's rate of pay excluding all premiums and differentials such as, but not limited to, shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation.

10. Unused Extended Sick Leave Pool time shall have no cash value, not be transferable or redeemable at the end of employment.

(WEEKEND MAKE-UP)

11. In the case where an employee is out sick and absent due to sickness for five (5) days, which includes a weekend, the employee will not be required to make up the weekend. (Appropriate doctor's note substantiating the sickness and it's duration shall be required)

ARTICLE XIII
TRANSITION FROM EARNED TIME TO DEFINED BENEFIT PROGRAM FOR VACATION AND SICK DAYS

1. Upon the effective date of this Agreement no employee shall be entitled to accrue earned time.

2. An employees existing Sick Pool time at the effective date of this Agreement shall be converted to hours in the Extended Sick Leave Pool at a rate of one (1) hour of Sick Pool to one (1) hour of Extended Sick Leave Pool.

3. Any time in an employees existing Earned Time at the effective date of this Agreement may, at the employees' election, be converted into Extended Sick Leave Pool hours at a rate of one (1) Earned Time hour to two (2) Extended Sick Leave Pool hours. This election is a one-time election which must be made by the employee within sixty (60) days of the effective date of this Agreement.

4. Any Earned Time in the employees' account which is not converted to Extended Sick Leave Pool hours is to be used by the employee as follows:

   A. The employee shall use a minimum of three (3) days of accrued earned time as vacation days each calendar year. All or any part of the three (3) days not used within said time period shall be forfeited;

   B. The employee shall use a minimum of 1 (one) and ½ days of the previously accrued earned time as vacation days between July 1, 2008 and January 1, 2009. All or any part of the 1 (one) and ½ days not used during this time shall be forfeited;

C. The employee may use additional days of earned time with the consent of the employer and consistent with the needs of the employer which consent shall not be unreasonably be withheld;

5. Any unused Earned Time hours shall be paid at the time of the employees' termination provided that the employee has completed his/her probationary period and works out a two (2) week notice. Payment shall be made at the employee's base rate of pay.

6. Unused Extended Sick Leave Pool time and Sick Pool time shall have no cash value and not be transferable or redeemable at the end of employment.

7. Effective July 1, 2008 any employee covered by this agreement shall receive a one time benefit of vacation days and sick days equal to one-half of a years vacation days and sick days allocated to the employee under the agreement. Said vacation days and sick days may be used by the employee as set forth in this agreement. This is a one time event to facilitate the transition from Earned Time to the defined benefit program.

ARTICLE XIV
HOLIDAYS

1. The following days, and no others, shall be recognized as legal holidays:

   - New Years Day
   - Martin Luther King Day
   - Washington's Birthday
   - Memorial Day
   - July Fourth
   - Labor Day
   - Columbus Day
   - Veteran's Day
   - Thanksgiving
   - Christmas Day

2. For Holiday Pay, a regular full-time employee must work his or her last scheduled day preceding the holiday and the first scheduled day following the holiday, regardless of working the holiday, unless scheduled for vacation. Regular part-time employees must work the holiday to earn holiday pay.

3. The assignment of holidays is left to the direction of the Department Head who is responsible for providing adequate coverage. Work on holidays shall be distributed as equitably as possible to eligible employees within each department.

4. Eligible employees who work a holiday will receive double their base rate of pay for hours worked on the holidays.

5. If a full time employee is scheduled to work on a holiday is absent, that employee will not be paid holiday pay.

6. Holiday Pay when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8-hours. (Employees regularly scheduled for 8 hour shifts shall be paid holiday pay equivalent to the employee's base rate of pay multiplied by 8. Employees regularly scheduled for less than 8 hours shall be paid holiday pay equivalent to the employee's base rate of pay multiplied by the number of hours for that day.) Base rate of pay is defined as the employee's rate of pay excluding all premiums and differentials such as, but not limited to, shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation.

7. Not withstanding the preceding paragraph, employee's working on Thanksgiving, Christmas, or New Years shall receive an extra four (4) hours of pay at their base rate of pay.

ARTICLE XV
UNAUTHORIZED ABSENCES

The Union and the Employer both recognize the burden placed on fellow employees and the potential risk of reduced quality of care to residents when an employee fails to show up for work as scheduled.

The Union and the Employer agree that the first unauthorized employee absence with notice shall result in a written warning (which shall not be treated as discipline), a second unauthorized absence with notice shall result in a written warning, and a third unauthorized absence with notice shall result in termination of the employee.

ARTICLE XVI
INSURANCE

(HEALTH INSURANCE)

1. After forty-five days of continuous employment at thirty-two (32) or more hours per week which is determined by the employer, any employee may receive heath insurance plus major medical coverage as a member of the Sullivan County Group Heath Insurance Plan (intended to be Primex-3 Health HMO Mid 10 Plan or substantially comparative plan as noted under Employer's Option). This will be effective on the first day of the month after completion of the eligibility for the benefit.

2. The employee may, if qualifying, elect either a single person plan, a two (2) person plan, or a family plan. The Employer shall pay eighty percent (80%) of the cost of the premium for the plan elected by the employee and the employee shall pay twenty (20%) of the cost of the plan elected by the employee.

3. Payroll deductions for health insurance as provided for this agreement shall commence forth with upon this agreement becoming effective. All fiscal year rate adjustments for all future years will begin on the first payroll in June.

4. The Employer agrees to hold an open enrollment for health insurance during the month of May each year.

5. Upon proof of coverage from another source, an eligible employee who elects not to be covered by the Health Insurance Plan shall receive an additional two hundred ($200.00) dollars per month to be paid in the first payroll of the month for that month. A qualified employee who wishes to join, or re-join, the Health Insurance Plan during the contract year may only do so with a qualifying event as defined by the insurance carrier. As used

above the term "another source" shall not include coverage paid in any part by Sullivan County under this Agreement or otherwise.

6. The Employer shall make a one-time payment of $250.00 to all employees covered by this agreement. This payment shall be made within sixty (60) days of the effective date of this agreement. This payment is additional consideration for the negotiated change in health insurance benefits.

(DENTAL INSURANCE)

After forty-five (45) days of continuous service at thirty-two hours or more per week, which is determined by your supervisor, any employee may receive dental insurance from the so-called Northeast Delta Dental Plan, which is known as Option II of the New Hampshire Municipal Association Pool with the following coverage:

Coverage A	100%
Coverage B	80%

There will be a Twenty-Five ($25.00) deductible per person, or Seventy-Five ($75.00) deductible per family, for coverage B with a maximum total payment of Seven Hundred Fifty ($750.00) per person, per contract year for all coverage's.

Eighty-five percent (85%) of the premium for a single person membership shall be paid for by the County, effective July 1st, deductible, deducted June 1st. In addition, seventy percent (70%) of the difference between the dependent plan and the County's cost of the single premium, will also be paid by the County.

The County agrees to include coverage C in Dental Insurance Plan and the Union agrees that the cost of this additional coverage will be paid One Hundred percent (100%) by the employee.

(LIFE INSURANCE)

After three (3) months of continuous service, the Employer shall provide Group Life and Accidental Death and Dismemberment for all fill-time employees and part-time employees working 32-hour or more per week. The Life Insurance benefit shall be $10,000.00. The Accidental Death and Dismemberment shall be $10,000.00. The Life Insurance beneficiary designated may be changed by the employee at any time. The employee must fill out any and all required applications. The insurance is in effect only during the term of employment. Both the Life Insurance and Accidental Death and Dismemberment Insurance terminates upon the employee reaching age 70.

(EMPLOYER'S OPTION)

It is specifically agreed that the Employer may, in its sold discretion, with reasonable notice in advance to the Union, obtain any and all insurance (health, life, dental, ect.), as described above provided the benefits are substantively comparable with the schedule of benefits being provided and, further, that any such change does not increase the health insurance costs above the premium rates in effect at the time the change is made.

(PAYROLL DEDUCTION)

The County agrees to provide a payroll deduction slot for a Union Health Insurance Plan.

ARTICLE XVII
BEREAVEMENT LEAVE

Upon completion of six (6) months of continuous employment, a regular full-time employee who works a regularly scheduled workweek of forty (40) hours is entitled to Bereavement Leave, which it permitted to enable an employee to take care of personal arrangements and problems accompanying the death of an immediate member of his/her family. Absences from work with pay for up to three (3) scheduled work days, will be granted, but limited to the employee's:

- Mother
- Father
- Brother
- Sister
- Husband
- Wife
- Son
- Daughter
- Mother-in-Law
- Father-in-Law
- Grandparents
- Grandchildren
- Stepmother
- Stepfather
- Stepchildren

or other relative living in the employee's immediate household. A Regular full-time employee is entitled to one (1) day of Bereavement Leave for close family members other than those listed above. A Regular part-time employee is entitled to two (2) days of Bereavement Leave for family members listed above. Bereavement Leave must be used in seven (7) days of the date of death. If burial is to take place at a later date, the employee may save Bereavement Leave to use at that time.

Bereavement Leave Pay when paid under this Agreement shall be paid at the employee's base rate of pay for up to 8-hours. (Employees regularly scheduled for 8 hour shifts shall be paid bereavement pay equivalent to the employee's base rate of pay multiplied by 8. Employees regularly scheduled for less than 8 hours shall be paid

bereavement pay equivalent to the employee's base rate of pay multiplied by the number of hours for that day.) Base rate of pay is defined as the employee's rate of pay excluding all premiums and differentials such as, but not limited to, shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation.

ARTICLE XVIII
DISCIPLINARY PROCEDURE

1. Normally, disciplinary action may be handled in the following manner: (a) verbal warning, (b) written warning, (c) suspension, and (d) termination; provided however the Employer may utilize any such procedure or take any such action that, in its opinion, it deems appropriate for the particular situation.

2. The Union Chapter President shall receive a copy of any letter of suspension or termination of an employee of the bargaining unit.

3. The Employer and the Union and its employees will not tolerate resident abuse/neglect/exploitation. Any instance of physical, verbal, mental or medical abuse/neglect/exploitation of any resident shall be considered grounds for immediate termination.

4. The Employer and the Union agree that not all prior discipline should be considered in subsequent disciplinary procedures. The Employer and the Union further agree that the personnel file of an employee should be complete and that no documentation of discipline should ever be removed from an employee file. The Employer and the Union therefore agree:

   A. In the event that an employee receives a written or verbal warning that such discipline shall not be used in future disciplinary actions after three years from the date the said discipline is final (end of grievance process), provided that there are not other written reprimands, suspensions or other disciplinary action during the three (3) year period. If subsequent discipline is initiated before completion of the three (3) year period the prior discipline shall be considered in the subsequent pending disciplinary action even if the grievance process continues beyond the

three (3) year period. Discipline action which commences during the three (3) year period and results in discipline shall be treated as if the discipline had taken place within the three (3) years period.

B. In the event that an employee receives a suspension that such discipline shall not be used in future disciplinary actions after five (5) years from the date the said discipline is final (end of grievance process), provided that there are not other written reprimands, suspensions or other disciplinary action during the five (5) year period or thereafter. If subsequent discipline is initiated before completion of the five (5) year period the prior discipline shall be considered in the subsequent pending disciplinary action even if the grievance process continues beyond the five (5) year period. Discipline action which commences during the five (5) year period and results in discipline shall be treated as if the discipline had taken place within the five (5) years period.

Sustained discipline, both prior to this agreement and after this agreement, involving resident abuse/neglect/exploitation shall always be considered in future disciplinary matters.

From this date forward, any disciplinary action which is based upon the conduct of an employee which is alleged to constitute resident abuse and/or neglect and/or exploitation shall specifically give notice to the employee that the allegation is one of resident abuse and/or neglect and/or exploitation.

Prior discipline, except as otherwise provided herein, shall be considered in the disciplinary/grievance process and given appropriate weight taking into account all

relevant factors including but not limited to the age of the discipline, the number of prior discipline, the nature of the discipline, and the seriousness of the discipline.

5. No employee shall be terminated or disciplined without just cause.

6. Discipline shall be imposed within ten (10) working days, Monday thru Friday excluding Holidays and weekends, from the date of notification to the Employer of the conduct giving rise to the discipline, unless extended in writing and agreed to by the Employer and the Union.

7. Employees may be placed on administrative leave with pay pending the outcome of an investigation. Notwithstanding the provisions of the preceding paragraph, the placing of an employee on paid administrative leave tolls the requirement to impose discipline within ten (10) days. Said administrative leave shall not be considered disciplinary action.

8. No prior approval by the Commissioners for a termination is permitted or required under this agreement given the Commissioners role in the grievance process.

ARTICLE XIX
GRIEVANCE PROCEDURE

1. For purpose of this contract, a grievance means alleged violation, misinterpretation, or misapplication of any provision of this Agreement with respect to one or more employees in the bargaining unit. Grievances are limited to matters of interpretation or application of the specific provisions of this agreement and must identify the specific article and section of the agreement allegedly been violated. Grievances must specifically set forth the factual details of the grievance, the identity of the aggrieved member or members of the bargaining unit, the specific date of the alleged violation, all witnesses known to the grievant, and the relief requested. A grievance must be filed, in writing and signed by the aggrieved employee and the Union, as specified herein within 10 working days from the date of the event which first gives rise to the alleged grievance.

2. The grievance procedure is not intended to and shall not limit the normal process of discussion between employees and/or the Union and the Employer in which minor issues are easily resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, may not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the Union, shall be considered a "grievance" and shall begin at Step 1 unless otherwise noted.

3. The basic procedures to follow in a grievance shall be as follows:

   A. In the event that differences arise with respect to any provision of this agreement, an earnest effort shall be made to settle such differences promptly and in the following order and manner;

B. A grievance must start at Step 1, unless otherwise noted, and proceed through the procedure at each Step thereafter until a settlement is reached, or the grievance will be considered settled on the last answer given.

C. If the grievance is settled in any one of the Steps, it will be considered closed.

D. If the grievance is not answered within the time limits listed, the grievant and the Union may proceed to the next Step.

STEP 1:

A. The employee or employees having the grievance and the Union shall present the grievance to his/her immediate supervisor within ten (10) working days from the date of the event first giving rise to the grievance.

B. The supervisor will reply in writing to the grievant(s) and the union within ten (10) working days after the grievance is presented.

STEP 2

A. Failing a settlement at Step 1 or the expiration of the response time limit, the grievant(s) and the Union may present the grievance in writing to the Sullivan County Health Care Administrator or his/her designee within ten (10) working days from the reply or expiration of the time limit for reply after Step 1.

B. The Sullivan County Health Care Administrator or his/her designee will reply in writing to the grievant(s) and the Union within ten (10) working days after the grievance is presented in writing.

STEP 3 (Applies only to grievances where the discipline being grieved is a termination)

A. Failing to achieve settlement at Step 2 or expiration of the response time limit, the Union may present the grievance in writing to the Commissioners or their designee within ten (10) working days of the reply or expiration of the response time limit. The Union or the Employer may within the 10 working days following the filing of the grievance with the Commissioners or their designee submit in writing to the Commissioners information concerning the following:

a) The nature and facts pertaining to the grievance;

b) The nature of injury, loss, or inconvenience;

c) The alleged violation of the agreement;

d) The remedy desired;

B. The County Commissioners will reply in writing to the Union within thirty (30) days of the filing of the grievance unless a hearing is scheduled on the grievance with the Commissioners.

C. The County Commissioners may, at their election, hold a hearing on the grievance if requested by either the Union or the Employer, Commissioners shall to the extent practical accommodate the scheduling concerns of the Employer and the Union. Any request for hearing must be made within 10 working days of the grievance being filed with the Commissioners in the case. In the event of a hearing on the grievance, said hearing shall be held within 30 days of the grievance being filed with the Commissioners. The Commissioners shall issue their decision on the grievance no later than 30 days after the hearing before the Commissioners.

ARBITRATION AND RELATED PROCEDURES

A. Following the decision by either the Sullivan County Health Care Administrator or the Commissioners as the case may be, the Union may make a written request to the County Manager for a meeting within ten (10) working days from the date of the decision rendered, to determine if the grievance can be settled without arbitration. Such a meeting shall be held within twenty (20) working days of the request and shall to the extent practical accommodate the scheduling concerns of the Employer and the Union. Such meeting shall include the grievant(s), the President of the Local, or his/her representative, the AFSCME Chief Negotiator, and the person who will present the grievance for the Union; and the Sullivan County Health Care Administrator and County Manager and the person who will represent the County in the arbitration or his/her designee.

B. After making full use of the pre-arbitration procedures and failing to reach a satisfactory solution the grievance may be submitted to the NHPELRB by the Union within twenty (20) working days following the pre-arbitration meeting or the expiration of the timeframes for said meeting. Failure to do so shall result in the grievance being waived.

C. The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement, nor shall the arbitrator have the power to hold hearings for more than one grievance unless mutually agreed to by both parties. The decision of the arbitrator shall not go beyond what is necessary for the interpretation and application of the express provisions of the agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of the rights granted or retained by the Agreement. The fees and

expenses for the arbitrator shall be paid by the losing party who shall be clearly identified by the arbitrator.

D. The decision of the arbitrator shall be final and binding upon both parties.

OTHER PROVISIONS

A. If a grievance is not reported, presented and/or processed by the Union within the time limits set forth above, the matter shall be deemed waived and no further action shall be taken with respect to the grievance unless both parties mutually agree in writing to an extension of said time limits.

B. Excluded from this grievance procedure are grievances with question the exercise of rights set forth in Article II of this Agreement, entitled Management Clause, or which question the use of application of any right over which the County, or its designated agents have discretion.

C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the staff of the Sullivan County Health Care Facility and having the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

D. "Working days" as referred to in this Article shall mean administrative workdays—Monday through Friday excluding County recognized holidays.

ARTICLE XX
SENIORITY FOR PURPOSE OF LAYOFF

1. There are two (2) types of seniority:

   A. Department Seniority, which shall be determined by an employee's total time of continuous full-time employment or part-time employment in Sullivan County Health Care. Full-time employee's shall have seniority over part-time employees;

   B. Job Classification Seniority, which shall be determined by an employee's continuous length of full-time or part-time service in the job classifications set forth in the first sentence of Article II, Section I of this Agreement. Full-time employees shall have seniority over part-time employees.

2. Probationary employees shall not be covered by this Agreement until they have completed their probationary period as defined in Article V and have become regular full-time or part-time employees at which time their seniority shall be computed from their most recent date of hire.

3. In the event of a formal layoff specifically designated as such and authorized by the Commissioners of any employee covered under this agreement, the order of lay off shall be temporary employees and probationary employees, part-time employees and then full-time employees. There will be two separate seniority lists, one for part-time employees and one for full-time employees. Employees with the least Job Seniority in the classification shall be laid off first and assigned to the next lower Job Classification, if any, for which they have the necessary qualifications, provided, however, that a laid off employee shall not be assigned to any lower Job Classification unless that employee has longer County Seniority than other employees in the lower Job Classification. If an employee is assigned to work in a lower Job Classification on a permanent basis, said

employee shall be compensated at the wage rate assigned to that lower Classification. Displaced employees in the lower Job Classification shall have the same rights of reassignment set forth in this section to lower Job Classifications, if any, provided any such displaced employee has the necessary qualifications to perform the reassigned lower job.

4. In the event of a recall to work after a layoff, notices of a recall shall be sent by certified mail to such employee(s) in the inverse order of their layoff and who, in the opinion of the Commissioners, have the necessary qualifications to perform the work required. Such notice of recall shall be sent to the qualified employee's last known address on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. A recall notice shall be given at least 10 (10) workdays notice to report to work. In the event the recall is necessary on less than 10 work days notice, the employer may call upon the laid off employee, either personally or by the telephone, until an employee who, in the opinion of the Commissioner's agent, is qualified and able to return to work immediately is located. In such case, the qualified employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) work days, and employees who are otherwise qualified to perform the work, but were passed over because of their inability to return to work immediately, will be given notice to report for work at the end of the said ten (10) day period. Qualified employees who have been given notices to report back to work must make themselves available for such work assignments no later than the end of the said ten (10) work day period after notice has been given or they shall forfeit such seniority status as they have accrued with the Employer. However, should there be no work assignment when the

employee does report within the ten (10) days set forth herein, then the employee shall retain his/her seniority status and be entitled to another notice of recall.

5. An employee shall lose seniority and shall no longer be covered by the provisions of the Agreement for, but not limited to, the following reasons:

A. Discharge

B. Voluntary quit, resignation or retirement

C. Failure to respond to a notice of recall as specified in Section 4 of this Article

D. Remaining on layoff for more than twelve (12) months

E. Unauthorized leave of absence

F. Giving false reason for leave of absence

ARTICLE XXI
REHIRE AFTER EXTENDED ILLNESS OR INJURY

1. An employee who has not exhausted their FMLA benefit by the use of 12 (twelve) weeks in one (1) year (rolling forward) or their accrued leave time (extended sick leave pool, sick days and vacation days) whichever is greater, for an FMLA qualifying illness or injury to the employee, shall be rehired into their previous position if the employee is medically cleared to return to work.

2. After an employee has exhausted all twelve (12) weeks of FMLA leave and all accrued leave time (extended sick leave pool, sick days and vacation days) the employee shall be reinstated to a similar position under the following circumstances:

   A. the date of reinstatement is within six (6) months of the initial date of illness or injury; and

   B. the employee has provided the Employer with a physicians report acceptable to the Employer certifying that the employee is able to perform all duties set forth in the applicable job description; and

   C. the Employer is advertising for a similar position.

3. In the event of reinstatement, a notice of a reinstatement shall be sent by certified mail to the employee at the employee's last known address on the Employer's records. The notice of reinstatement shall state the time and date on which the employee is to report back to work. The notice shall give at least ten (10) workdays notice to the employee to report to work. The employee who have been given the notice to report back to work must make them self available for such work assignments no later than the end of the said tenth (10) work day period after notice has been given or they shall forfeit any right to reinstatement.

4. An employee returning to work under the provisions of this section shall not lose seniority.

ARTICLE XXII
PROMOTIONS AND TRANSFERS

1. The Employer reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications for the job being posted. If, in the opinion of the Employer, which will not be exercised in an arbitrary or capricious manner, qualifications are equal, seniority will be taken into consideration.

2. The Employer will post job vacancies for seven (7) workdays at the facilities time clock bulletin boards in order to allow employees the opportunity to apply for available positions. Employer will make a determination regarding filling posted positions no later than thirty (30) days after the close of the posting period.

3. Job postings shall include department, job title, base rate of pay, job status (temporary, on-call, or regular) and shift hours for the vacant position.

4. An employee who is promoted or demoted to a new grade, shall move vertically on the wage scale or 5% per grade.

ARTICLE XXIII
BULLETIN BOARDS

The Employer agrees to provide two locking bulletin boards, one at each end of the time clock, for the position of notices of the Sullivan County Health Care addressed to the employees and for Union announcements, notices, social events and other non-controversial matters addressed to its members. The key to these bulletin boards shall be under the control of the Union President. No notice shall be posted until the President or Secretary of the Union has signed and it has been initialed by the Sullivan County Health Care Administrator or his/her designee. Any notice found posted which does not contain the required signatures may be immediately removed by either party to this Agreement and given to the other party. The bulletin board may not be used for controversial matters which shall include, but not limited to, advertising, political matters or any kind of literature other than herein provided.

ARTICLE XXIV
SAFETY COMMITTEE

The Employer shall have the right to make regulations for the safety and health of all employees during their working hours of employment. Three (3) representatives of the Union may meet once every ninety (90) days, or sooner if mutually agreed to with the Employer's designee, at the request of either party given at least one week in advanced notice of such meetings to discuss rules and regulations. It s specifically agreed by the parties hereto that any such meeting will be held during off duty hours and in non-work areas. It is further specifically agreed between the parties hereto that such discussions shall be limited solely to matters relating to regulations concerning health and safety of the Employer's employees. The Union agrees that the employees of the Employer will comply with the Employer's rules and regulations relating to safety, health, economy and efficiency of service to Sullivan County Health Care and the Public. The Union and the Employer's employees agree to exercise proper care and to be responsible for all Employers' property issued or entrusted to them.

ARTICLE XXV
PAGER COMPENSATION

Reimbursement shall be $15.00 per day for each day the employee carries the pager with a minimum guarantee of three (3) hours of work when called in for an emergency.

ARTICLE XXVI
DUES DEDUCTION

1. The employer agrees to deduct for Local 3438 of the American Federation of State, County and Municipal Employees, Council 93, from the wages of the bargaining unit employees if such employees individually and voluntarily authorize such deductions in writing to the Employer. Deductions shall be made on a bi-weekly, and sent monthly to the Treasurer of Local 3438. The Union will keep the employer informed of the correct name and address of said Treasurer and will certify to the Employer in writing the current rate of dues.

2. If an employee who had voluntarily authorized the deduction of dues has no check coming, or, if that employee's check is not large enough to satisfy the dues, then no deduction shall be made. If an employee who has voluntarily authorized the deduction of dues is no longer actively employed, any dues deductions that may be required will cease as of the last day of work. In no case will the Employer collect, or attempt to collect, fines and/or assessments for the Union beyond regular dues.

3. Any employee who wishes to have the Employer discontinue his/her Union membership, may do so provided such employee notifies the Employer of the employee's desire to discontinue his/her membership within the thirty (30) day period immediately preceding the anniversary date of this Agreement. Therefore, since the anniversary date of this Agreement is June 17th, 2008, then the employee who desires to have his/her membership discontinued, must notify the Employer during the thirty (30) day period immediately proceeding June 17th, 2008.

4. The Union agrees to post notices on all bulletin boards immediately preceding the withdrawal period referred to in the proceeding paragraph advising all bargaining unit

employees that they may discontinue their Union membership by notifying the Employer during said thirty (30) day period. If the Union fails or neglects to post such notices, then, not withstanding the provisions of the preceding paragraph, the discontinuance of Union membership may be made during the thirty (30) day withdrawal periods and any time after June 17th, 2008.

5. The Employer will notify the Treasure of Local 3438 in writing within fourteen (14) days of the discontinuance of Union Membership by an employee.

6. Should there be a dispute between and employee, the Union and/or the Employer over the matter of deductions, the Union agrees to defend, indemnify and hold Sullivan County, Sullivan County Health Care, the Sullivan County Commissioners and all its agents, servants and employees harmless in such dispute.

7. An employee who is not a member of the Union after the signing of this agreement and choose not to join the Union, will be required to pay a service charge in the amount comparable to the dues.

8. Each new employee who is hired subject to the terms of this agreement may become a member of the Union upon completion of a twelve (12) month probationary period; or if the employee chooses not join the Union, he/she will be required to pay a service charge in the amount of comparable to the dues.

ARTICLE XXVII
EFFECT OF AGREEMENT

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

2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVII
SEPARABILITY

If any Article of this Agreement or any application of any portion of any Article of the Agreement to any employee or group of employees shall be held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect. If any Article is held contrary to law, then the parties shall meet and renegotiate with respect to that Article within forty-five (45) days after final appeal has been exhausted.

ARTICLE XXIX
DURATION

The provisions of this Agreement will be effective when executed and shall continue and remain in full force and effect through June 30th, 2011, in accordance with RSA Chapter 273-A..

ARTICLE XXX
CONTRACT DISTRIBUTION

1. The County will agree to provide within 30 (thirty) days of the signing of this agreeancnt one copy of this agreement to each bargaining unit members.

2. Each bargaining unit member upon receipt of the copy of this agreement shall sign a form acknowledging such receipt of the said copy, which will be made part of their personnel file.

3. The County also agrees to distribute each new bargaining unit member one copy of this agreement. Each bargaining unit member upon receipt of said copy shall sign a form acknowledging such receipt of the copy, which will be made part of their personnel file.

ARTICLE XXXI
INMATES

Members of the Union shall not be responsible for the supervision of inmates. The mere presence and/or proximity of Union members and inmates shall not be deemed supervision.

ARTICLE XXXII
DEFINITIONS

1. **Commissioners:** Chief executive officers of County government, whose duties and responsibilities are defined by RSA 28

2. **County Manager:** An agent of the Commissioners responsible for the physical and administrative management and or supervision of County functions under the direction and control of the Commissioners.

3. **Administrator:** The individual designated as Nursing Home Administrator by Sullivan County, responsible for the physical and administrative management and or supervision of the operation of Sullivan County Health Care.

4. **Supervisor:** A non union supervisory position or retained individual or entity responsible for physical and administrative management and or supervision of County functions as they relate to Sullivan County Health Care.

5. **Full Time Employee:** an employee designated by County Payroll as forty (40) hours per week.

6. **Part Time Employee:** an employee designated by County Payroll as less than forty (40) hours per week.

7. **Base Rate of Pay:** the employees base hourly rate of pay excluding all premiums and differentials such as, but not limited to, shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation.

8. **FMLA:** is a reference to federal law commonly referred to as the Family Medical Leave Act.

9. **Date of Hire:** is the most recent start date of employment with Sullivan County Health Care.

10. **Working Days**: shall mean administrative workdays - Monday through Friday excluding County recognized holidays.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives this day of 2008.

SULLIVAN COUNTY COMMISSIONERS

Chairman
Dated: 6/17/08

Commissioner
Dated:

Commissioner
Dated: 6/17/08

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Executive Director AFSCME
Dated:

President Local 3438
Dated:
Vice President 6/18/08