

**AGREEMENT  
BETWEEN  
CHESHIRE COUNTY  
AND  
MAPLEWOOD NURSING HOME SERVICE  
EMPLOYEES  
AFSCME LOCAL 2679, AFL-CIO  
EFFECTIVE THROUGH MARCH 31, 2025**

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**ARTICLE I - PURPOSE, SCOPE, INTENT AND EFFECT OF AGREEMENT**

1.1 This Agreement is made and entered into between Cheshire County/Maplewood Nursing Home and Maplewood Assisted Living Facility (hereinafter collectively referred to as the "Employer") and AFSCME Council 93, Cheshire County/Maplewood Nursing Home Service Employees (hereinafter referred to as the "Union"), hereinafter collectively referred to as the "Parties."

1.2 It is the intent of the Parties in entering this Agreement to create a harmonious working environment at Maplewood Nursing Home.

1.3 The purpose of this Agreement is to set forth the agreements the Parties have reached with regard to wages, hours and other terms and conditions of employment of all employees covered by this Agreement.

1.4 This Agreement is the entire agreement between the Parties and supersedes any prior written or oral agreements, understandings or discussions between them. To be effective, any change or amendment of the Agreement must be in writing, must be made subsequent to execution of this Agreement, must specifically state that it is a change or amendment of this Agreement and be signed by both Parties. The Parties acknowledge that during the negotiations which resulted in this Agreement, they each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from collective bargaining, regarding wages, hours and conditions of employment of employees covered by the terms of this Agreement and that all understandings and agreements arrived at between the Parties after exercise of such right and opportunity are set forth in this Agreement. Therefore, with the exception of impact bargaining, for the life of this Agreement the Parties voluntarily and unqualifiedly waive any right they may have to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

1.5 To the extent that any provision of this Agreement conflicts with any state or federal law, regulation or order such law such regulation or order shall prevail and compliance with same shall not constitute a breach of this Agreement.

1.6 Whenever the words he/his or she/hers appear in this Agreement it shall be understood to mean and include both genders.

1.7 Waiver by either Party of the other's nonperformance or violation of any term or condition of this Agreement shall not constitute a waiver of any other nonperformance or violation of any other term or condition of this Agreement, or of the same nonperformance or violation in the future.

**ARTICLE II - UNION RECOGNITION**

2.1 The Employer recognizes the Union as the exclusive bargaining representative within the context of NH RSA 273-A, as amended, for the purpose of Collective Bargaining with respect to wages, hours and other conditions of employment in accordance with the certification issued by the State of New Hampshire Public Employee Labor Relations Board for all employees in the positions of:

Licensed Nurses Assistant	Ward Aide
Unit Assistants	Central Supply Clerk
Personal Care Attendant	Physical Therapy Aide
Dietary Aides	Baker
Housekeeper	Receptionist
Diversional Aide	LNA Medication Assistant
Activities Aide	Transportation Aide
Medical Records Secretary	Occupational Therapy Aide
Dietary Unit Assistant	Cook
Laundry Aide	Floor Maintenance
Rehabilitation Technician	
Pre-Authorization Managed Care Assistant	Assistant Cook
Recreation Aide	
Staff Development/Relias Coordinator	

Employees in these positions who are in a probationary or temporary status or employed seasonally, irregularly or on call are specifically excluded from recognition and coverage under this Agreement.

LNA under 18; remain at LNA 1 until completion of Probationary period and/or 18 years of age.

If at any point in the future, during the term of this agreement, the County decides to embrace an alternative staffing model the Union and the County mutually agree to sit and negotiate over changes such a model would require.

2.2 Professional, confidential and technical employees of Maplewood are also specifically excluded from recognition or coverage under this Agreement, including but not limited to employees working in the following positions: Administrator, Assisted Living Administrator, Director of Nursing Services, Assistant Director of Nursing, Activities Director, Occupational Therapy Director, Physical Therapy Director, Social Service Director, Nurse Manager, Nursing Supervisor, Registered Nurse, LPN Head Nurse, Licensed Practical Nurse, Food Service Manager, Head Cook, Evening Supervisor, Laundry Supervisor, Housekeeping Supervisor, Scheduler, Scheduling Assistant, Safety Officer, Human Resources Director, Human Resources Secretary, Assistant Administrator, Executive Assistant, Quality/Infectious Control, Staff Development and all other employees of Cheshire County not employed at Maplewood.

### **ARTICLE III - PROBATIONARY EMPLOYEES**

3.1 All newly-hired employees shall serve a six (6) month initial probationary period from

their first date of employment. The Employer in its sole and absolute discretion may extend any employee's initial six (6) month probationary period for up to one (1) year from the employee's first date of employment. If an employee's probationary period is extended beyond six (6) months, the Employer shall provide the Union written notice of such extension. Such notice shall include the employee's name, the employee's first date of employment, and the start and end date of the extension. During an employee's initial probationary period, whether for six months or a period of up to one year, the employee shall not be entitled to representation by the Union nor covered by any of the terms of this Agreement, except that probationary employees will be permitted to use accrued vacation and/or sick time after three (3) months of employment. No prior agreements between the employee and the employer shall apply after completion of the probationary period. When an employee completes the above probationary period the Employer shall provide the Union with notice, which shall include the employee's name, the employee's first date of employment, the employee's position, the employee's rate of pay, and the signed copy of the explanation of the Union given upon hire.

3.2 Returning Per Diem Employees: The initial time an employee returns to the bargaining unit from a per diem status to a staff position he/she shall retain their current level of pay less 15%. Any time after the initial change from per diem to bargaining unit employee said employee shall be considered as a new employee for the purpose of wages and seniority. However, whenever there are extenuating circumstances, the employee may make a written request to the Nursing Home Administrator and the Union President for review and recommendation to retain their current level of pay less 15%. There must be mutual agreement between the Nursing Home Administrator and the Union President. Any time worked as a per diem shall not count towards seniority in a bargaining unit position.

The following conditions on employees returning to the bargaining unit from a per diem to a staff position include:

- Must complete a 60 day probationary period upon return
- Returning employees would not be allowed to apply for any other bargaining unit position during the first six months after returning
- Time worked in the per diem position shall not count toward the accumulation of seniority

3.3 The County will allow the Union a thirty (30) minute orientation period for all newly hired, probationary employees, prior to the employee completing probation, for the purpose of educating the probationary employee on the Union. The Union will provide the County with a written syllabus of this presentation

#### **ARTICLE IV - UNION DUES/FEES and WAGE DEDUCTIONS**

4.1 Upon an employee providing to the County's Payroll Department a signed AUTHORIZATION CARD FOR PAYROLL DEDUCTION OF UNION DUES, a copy of which is Appendix A of this Agreement, the County agrees to deduct the amount authorized on such card from the wages of the employee and once a month to forward all such amounts deducted from employees' wages to AFSCME Council 93, Attn: Business Department, 8 Beacon Street, Boston,

Massachusetts 02108 along with a statement showing the identity of and amount deducted from each employee comprising the amount being sent.

4.1 a. The Employer shall supply a list of all bargaining unit members to the Union President. The list shall include the employee's name and phone number, department, title, rate of pay and date of hire. This list shall be provided upon request, but not more than monthly. An additional list showing all dues paying members will be included.

4.2 If an employee receives no wages during any given pay period, or their wages that pay period are not large enough to cover the Union Dues Deduction authorized the County will not deduct any Union Dues from the employee's wages that pay period. When an employee is out on FMLA, union dues shall only be deducted if the employee receives their full pay.

Furthermore, the County will make no further Union Dues deductions if an employee gives the County's Payroll Department written notice revoking their Union Dues Authorization.

4.3 It is recognized that the Union's representation of employees entails expenses on behalf of all employees working in job positions in this bargaining unit. Therefore, any individual who began employment in this bargaining unit on or after September 28, 2007 who at any time after the conclusion of their probationary period chooses not to join the Union must, he/she must sign a Membership Rejection Statement to that effect. See Appendix B.

4.4 The County agrees that it will deduct from the wages of any employee that provides to the County Payroll Department a signed AUTHORIZATION FOR VOLUNTARY DEDUCTION - PEOPLE COMMITTEE, a copy of which is Appendix C of this Agreement. The County will forward all such amounts deducted on a monthly basis to People Qualified Committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334 along with a statement showing the identity of and amount deducted from each employee comprising the amount being sent.

#### ARTICLE V - UNION ACTIVITIES

5.1 Employees shall refrain from discussing union matters, performing union business during work hours, or using any property or systems of the Employer for any union matter of any kind unless authorized by the Employer, the law, or otherwise provided for in this Agreement.

When discussing union matters or performing union business, such discussions or performance shall be in non-resident areas, unless authorized by the Employer. Non-resident areas shall include the following:

Staff Cafeteria	Staff Locker Room	Kitchen
Central Supply Room	Supervisor's Office	Environmental Service Wing
Meeting Rooms - when not in use by residents		

Note: Clarification, some of these areas are in both the Nursing Home and Assisted Living.

5.2 Union representatives, which include Staff Representatives from Council 93, union officers and stewards, shall be granted access to employees during working hours for the purpose of investigating grievances, provided work is not unreasonably interfered with. The Union representative will notify the Director of Human Resources in the event that a meeting with an employee is scheduled during working hours pursuant to this section, and such meeting shall normally be limited to thirty (30) minutes.

A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with the employer or his representatives during working hours without loss of compensation.

5.3 The Union may designate to the Employer up to two employees in the bargaining unit to be permitted to each take two (2) days of unpaid leave per year to attend an AFSCME or NH AFL-CIO convention(s). An employee taking such time shall be entitled to utilize accrued vacation, personal, or holiday time for such purposes. The Employer must be given notice of the request for this leave at least forty-five (45) days in advance of the time it is to be taken.

#### **ARTICLE VI - BULLETIN BOARDS**

6.1 The Employer agrees to provide suitable space for bulletin boards for the posting of Union announcements, notices, social events and other non-controversial matters for its members. The space provided shall be by the first floor time clock in the Nursing home and by the second floor time clock in Assisted Living. No Union notice shall be posted until it has been signed by the Local President or Secretary of the Union and a copy of said notice is provided to the Administrator of the Nursing Home. The Union shall not post any notice or announcement of any kind in any location on the property of the Employer other than the bulletin boards specified herein.

#### **ARTICLE VII - MANAGEMENT RIGHTS**

7.1 Except as specifically changed by the terms of this Agreement, management and direction of the workforce of Employer in all regards shall remain in the Employer and its agents including, but not limited to: exercise of all of rights, responsibilities the Employer has through any statute and/or ordinance; direction of the work force; establishment, publication and enforcement of workplace rules and regulations to ensure legal, orderly, efficient and safe operations, the right to hire, supervise, transfer, promote, demote, discipline or discharge employees; the right to relieve employees from duty for lack of work or funds; the right to decide proper job classifications; the right to eliminate job positions; the right to determine schedules of work, and staffing levels; the right to plan, direct and control all operations of the Employer; the right to introduce and utilize new or improved methods of operation; the right to create, combine, rearrange, change, transfer or subcontract any job position or job duties, operation or service and to determine lines of progression; the right to establish quality and quantity standards; the right to determine the methods, processes and manner of performing work; and general control of all operations of Employer. The Employer's exercise of its management rights as set forth in this Article, shall not be subject to the grievance procedures set forth in this Agreement unless the exercise of those rights violates a specific mandate of this Agreement or is arbitrary or capricious.

#### **ARTICLE VIII - ADMINISTRATOR'S DESIGNEE**

8.1 In any Article of this Agreement in which the Administrator of Maplewood Nursing Home or the Administrator of Maplewood Assisted Living Facility or the applicable Administrator's designee is to act, if the Administrator doesn't give the Union written notice of a specified designee for the Article the Administrator's designee will be in the following order:

Administrator Maplewood Nursing Home  
Director of Nursing;  
Assistant Director of Nursing;  
QIC Coordinator;



Senior Nurse Manager;  
Nursing Supervisor.

Administrator Maplewood Assisted Living Facility  
Administrator Maplewood Nursing Home

It is understood that the Administrator's designee shall not be a bargaining unit employee.

#### **ARTICLE IX- NOTICES**

9.1 Whenever written notice is required to be given by the Employer to the Union, such notice shall be sent to the Union's Local President at the designated address provided by the Union to the Employer.

9.2 Whenever written notice is required to be given by the Union to the Employer, such notice shall be sent to the Cheshire County Administrator at 12 Court Street, Keene, New Hampshire 03431, or such other address as designated in writing by the Employer to the Union.

#### **ARTICLE X- INTERFERENCE WITH COUNTY OPERATIONS AND LOCKOUTS PROHIBITED**

10.1 The Parties agree that differences between them should be resolved without interruption of work. The Union, therefore, agrees that there will be no strikes, work stoppages, work slowdowns, boycotts or any other refusal to perform work by employees covered by this Agreement, and the Employer agrees there will be no lockouts of such employees.

10.2 The Parties agree that they will immediately disavow any actions or activity such as described above and shall take all reasonable means to induce any employee or groups of employees engaging in such activity to terminate such actions immediately.

#### **ARTICLE XI - NON-DISCRIMINATION**

11.1 The Parties agree there will be no discrimination against any employee in any aspect of employment on the basis of the person's race, religious creed, color, national origin, sex, sexual orientation, marital status, age, disability, veteran status, being a union member or non-member, domicile or based on any other status prohibited by state or federal law.

#### **ARTICLE XII - HOURS OF WORK AND OVERTIME**

12.1 Once established at initial employment or after promotions/transfers, an employee shall not change their number of hours authorized and/or shift hours unless written approval from their Department Head or designee is received. Employees may, based on personal needs, request through their Department Head or designee a flexing of their schedule provided such request meets the needs of the Employer and does not require the modification of any other employee's schedule and will not modify the employee's weekend obligation. The Department Head or designee shall not arbitrarily and or capriciously deny a "flex schedule" request.

12.2 Employees may exchange days off with another employee or find their own coverage only

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with their Department Head or designee's written approval. The employee initiating the change is responsible for obtaining coverage of scheduled time being adjusted. Should the employee accepting the exchange fail to report for work, an unexcused absence will be charged against that employee.

An employee who has been scheduled additional shifts will be able to cancel that opportunity a minimum of 3-week days in advance without such cancellation being counted as an absence. Whenever possible the employer would request the employee to assist in finding coverage for the cancelled shift.

12.3 The workweek is a seven (7) day period beginning Sunday with any shift scheduled to start at 12:00 a.m. and ending the following Saturday with any shift that ends on the following Saturday at 11:59p.m. Requests for twelve (12) hour shifts may be submitted by the employee and will be granted at the discretion of the employer based on scheduling needs and complimentary shift support. The employers decision whether or not to grant the request for twelve (12) hour shifts is not subject to the Grievance and Arbitration procedure of this agreement.

12.4 Employees will be provided with their schedule at least one (1) month before its start date. The schedule provided shall be dated.

12.5 Time (overtime) worked in excess of 40 hours in any one (1) work week shall be paid at the rate of time and one-half (1 1/2) the employees regular hourly rate. Holiday time utilized on the actual holiday or as set forth in the last two sentences of section 26.2, shall be counted as hours worked for the purpose of determining the payment of overtime. Employees may elect to receive compensatory time in lieu of payment of overtime. Employees may accrue up to 40.5 hours of compensatory time for 27 hours of actual time worked. If an employee has accrued more than the ceiling of 40.5 hours of compensatory time, such employee shall be paid any excess hours in the next designated pay period.

A request for the use of accrued compensatory time shall follow the policies for vacation leave requests. Unused compensatory time above 16 hours as of the last pay period in January will be paid out in the first February check. Upon termination of employment for any reason, an employee shall be paid for unused compensatory time at the final regular rate of pay received by such employee.

12.6 Any employee who has left work for the day and is recalled to work to cover a shift within 8 hours of the conclusion of their last shift shall be paid a minimum of four (4) hours of time at the employee's regular rate of pay with applicable differentials or overtime rate if applicable. Upon Supervisor's approval, employees called after hours or on days off to answer work related questions shall be paid for the duration of the conversation at base rate of pay, rounded to the next 15 minutes.

12.7 A dated notification accepting employees request for additional shifts will be posted at the time the job classification's schedule is communicated to employees. Employees in the job classification wanting to fill any such shift must make a written request to the scheduler/supervisor within 72 hours of the posting. Employees may submit requests for filling open shifts any time before the schedule is posted. In the event more than one employee requests an open shift, the opening will be awarded to the employee with the most job classification seniority. Once the month's schedule has been provided to employees remaining shift coverage needs that arise after

72 hours shall be offered to qualified employees on a first come first served basis.

For any positions on the schedule filled by Agency, employees may request to fill these positions by making a request to the scheduler forty-eight hours before the shift. Employees who have been scheduled an overtime opportunity shall not have that opportunity withdrawn by the employer within forty-eight hours of the start of the shift.

Barring any emergency situation, Employees shall be limited to sixteen (16) scheduled hours of overtime per week. The department head may approve overtime above sixteen (16) hours per week.

12.8 Employees in job positions that currently work on/off weekends will be scheduled for weekend work on a rotating basis. An employee who fails to work a scheduled weekend because of illness, call out, or who leaves their shift early shall be required to work another weekend within thirty days (30) of the missed time. Early leave of two (2) hours or less shall not be required to be made up.

Example: An employee leaves three (3) hours prior to the end of their shift, shall be required to make up three (3) hours within the next thirty (30) days.

Example: An employee who leaves three (3) hours early on their weekend schedule (7:00 am – 3:00 pm) could be scheduled to work as follows (7:00 am – 10:00 am) within the thirty day time frame.

When an employee is required to make up time it shall follow the regular weekend schedule. Employees may request to make up time by staying over on their next scheduled weekend shift if it meets staffing needs. As long as the needs of the nursing home are first and foremost met, then upon mutual agreement between the employee and the employer, employees may make up time by working open hours during the weekend.

12.9 The Parties recognize all current schedules and breaks in effect as of July 19, 2010 for job positions in the bargaining unit.

The specific break time for each Employee is influenced by the Employee's department and time-specific tasks. Supervisors will work with Employees regarding scheduling of break times, and Employees are entitled to the following minutes of break times based on the total hours they are expected to work on a given day. The specific time frames are not cumulative.

- 0 up to 4 hours: Employees who to work less than 4 consecutive hours shall not be entitled to any breaks. (i.e. Work up to and including 3 hours and 59 min.)
- 4 hours: Employees who work 4 or more consecutive hours shall be allowed a 15 minute paid break during their shift.
- 5 hours: Employees who work more than 5 consecutive hours shall be allowed a 30 minute paid meal break during their shift.
- 6½ hours: Employees shall be allowed a paid 30 minute meal break during their shift.
- 8 hours: Employees who work 8 consecutive hours shall be allowed a paid 15 minute and a paid 30 minute meal break during their shift.
- 10 hours: Employees who work 10 consecutive hours shall be allowed a paid 15 minute and a paid 30 minute meal break during their shift.
- 12 hours: Employees who work 12 consecutive hours shall be allowed two paid 15 minute breaks and a paid 30 minute meal break during their shift.

12.10 All employees must be at their assigned work location by the start of their shift. Employees are considered tardy if they punch-in at any time after the start of their scheduled shift, even one (1) minute. Tardiness is subject to disciplinary action.

12.11 Maplewood Nursing Home consists of 3 resident floors, and 148 residents. Its staff is committed to providing the best care possible to our residents. The Employer does not guarantee staff a permanent floor assignment. The Employer will try to keep Employees on a consistent floor, however the needs of the residents change on a daily basis, and Employees are expected to work where they are needed.

Dependability, flexibility, and a positive attitude are expected from Employees.

The system for floating Employees in positions of Ward Aides, LNA's and MNA's is as follows:

Probationary employees will not float, except as provided below  
Agency staff float first  
Per diem staff float second  
Least classification seniority float third  
Most classification seniority float last

Ward Aides, LNA's and MNA's who have been employed less than 6 months will not be floated, except those with prior experience may be added to the float group after one month if the supervisor feels he/she is ready.

Employees working an additional shift will be required to float regardless of seniority.

This system is currently being applied as floor assignments are made, and should also be applied as staff is floated due to call ins.

Familiarity to floors should not be the deciding factor. Hopefully, after floating several times to each floor, Employees will become familiar with all floors. If someone is floated to a floor they are not yet familiar with, some considerations should be made. They should be given an appropriate assignment and/or "buddied" with a regular floor staff person and given a double assignment.

The final decision regarding floor assignments will be made by the Employer. These decisions will be based on resident and staff needs, and will not be arbitrary or capricious.

The Employer will make an effort to keep staff who work longer than 8 hours on one unit, however we will not guarantee this. Employees will be moved to other units to meet the needs of the residents. The Employer will try to maintain consistency by keeping staff on the same unit for an 8-hour standard shift time.

All changes must go through the supervisor or scheduler.

An MNA assigned to a shift as an LNA, will be assigned to the floor they know. For the purposes of floating, MNA's stay as LNA's for classification seniority.

All Employee requests for floor changes must be made to and approved by the supervisor or scheduler.

12.12 The employer will consider requests for reduced hours for all bargaining unit positions for

the reasons of semi-retirement or other personal situation that would warrant such a request of the employer.

12.13 Employees shall receive one-half hour of their regular rate of pay for each lab run. In the event that a lab run is extended over one half (½) hour by circumstances beyond the Employee's control (i.e. traffic, construction, etc.) the County will consider requests for additional compensation on a case by case basis.

#### **ARTICLE XIII - INCLEMENT WEATHER**

13.1 Every effort should be made to be at work due to ongoing business requirements. However, occasionally severe inclement weather may prevent an employee from getting to work on time. An employee who makes a good faith effort during an emergency declared by the Nursing Home Administrator or designee and arrives on the job within sixty (60) minutes of the scheduled start of duty will receive a full day's pay. Start of shifts beyond thirty minutes due to inclement weather may receive full day's pay based on extenuating circumstances at the sole discretion of either Administrator or their designee.

#### **ARTICLE XIV - BAYLOR PAY PROGRAM**

14.1 On an as needed basis, at the sole and absolute discretion of the Employer, the Employer will offer Baylor Pay Programs for any job classifications. The Baylor pay program will award an additional six (6) hours of pay to an employee who commits to working every Saturday and Sunday for a minimum total of sixteen (16) hours. In addition to these requirements the employee must commit to working another eight hour shift between 11:00pm Thursday evening and 10:59pm Monday evening.

The additional hours paid will qualify the employee for County offered benefits (excluding benefits through the New Hampshire Retirement System).

In the event the Employer initiates a change to a Baylor employee's schedule, the employee shall not lose the six (6) hours of pay.

14.2 If an employee calls out sick or leaves before completing 3/4th of a shift during any of the twenty-four (24) hour shift, the six (6) hour Baylor Pay for that weekend will be forfeited for that work week unless the time absent is able to be made-up within the same weekend Baylor period based on the needs of the Employer.

14.3 After nine (9) Baylor shifts missed as a result of call outs for any reason including for infectious disease in a one (1) year period the employee shall be removed from the Baylor program for at least six (6) months. To the extent Employer has other shifts available in the same job position such shifts shall be offered to the employee. However, if the employer does not have other shifts totaling thirty (30) hours per week available the employee will no longer be considered a full time employee and will only qualify for such benefits as are available to part time employees.

#### **ARTICLE XV - TRANSFERS, PROMOTIONS AND TEMPORARY ASSIGNMENTS**

15.1 The Employer will give notice to all employees of any opening in a job position in the

bargaining unit which the Employer intends to fill on a permanent or a temporary basis anticipated being four (4) or more weeks in duration, other than a position it fills on an emergency interim basis. The Employer will post notice of each such position on Maplewood's bulletin board and on its web site and will include the job title, shift, primary job location if applicable and the person to contact if interested in the position. This notice will be posted for a minimum of seven (7) calendar days. Contemporaneous with this posting for employees the Employer reserves the right to advertise or otherwise seek applications for any such position from non-employees.

15.2 Any employee wanting to transfer to an open job position posted must give written notice of their interest in the position to the contact person listed on the notice within any time limits specified.

15.3 Posted jobs will be filled taking into consideration the person's qualifications, skills, documented work history, Classification Seniority and County Seniority in the following order:

1. Qualified bargaining unit employees;
2. Documented Work History;
3. County Seniority;
4. Non-employees

Following this system the Employer will give preference to current employees for job openings in bargaining unit positions by considering them before interviewing external candidates, but the Employer shall have the ability to choose the person to fill the position, as long as its selection is not arbitrary or capricious.

In a situation where two employees share the same qualifications, skills and documented work history County seniority will be the deciding factor.

15.4 The County reserves the right to temporarily fill any open position anticipated to be less than four (4) weeks in duration or an emergency interim basis without regard the provisions of this Article. However, a person filling a position on a temporary basis will not be given preference in filling the job on a permanent basis should such a vacancy exist nor shall their performance during such period be taken into account.

In the event an employee qualifies for a work place accommodation that is not intended to be permanent, the employer shall attempt to place such employee in any open position without regard to posting requirements. When an accommodation is no longer necessary, the employee will return to their original position.

15.5 An employee filling a temporary vacancy shall be returned to his/her previous position once the employee causing the temporary vacancy returns.

15.6 Employees may apply for any vacant or newly created supervisory or administrative position (Non-bargaining Unit) that is to be filled, and will receive full consideration for any such position. In considering employees applying for such positions the Employer will take into account the employees qualifications, skills, work history, work habits and Classification Seniority and County Seniority. However, final selection of the person who will fill any such position, whether an employee or non-employee, shall remain within the sole and absolute discretion of the Employer and such selection is not subject to the Grievance and Arbitration procedure of this Agreement.

15.7 An employee selected by the Employer for a posted job vacancy within the bargaining unit

shall have a period of sixty (60) calendar days for the employee and the Employer to evaluate the employee's suitability for the position. At the end of said sixty (60) days the Employer shall:

1. Determine the employee qualified/suitable for the new position; or
2. Determine the employee to be unqualified/unsuitable and return the employee to their former position without the loss of Classification Seniority if the Employer has an opening in such job position to be filed at that time. Or, if there is no such opening at that time the Employer shall offer the employee any open position within the bargaining unit that is within the employees skills and abilities, or the employee may take an unpaid leave with no benefits until there is an opening in their original job position and if the employee accepts such position upon reinstatement will retain their Classification Seniority; or
3. Determine that it is unable at that time to decide whether the employee is qualified/suitable for the new position and extend the period an additional thirty (30) calendar days, after which the Employer must act under the sections (1) or (2) above. In addition, at the end of said sixty (60) days the employee may also determine themselves that they do not want to remain in the transferred position, and in such circumstances they may follow the procedures set forth in section (2) above.

Employees who transfer to a new position or shift but fail to successfully complete their evaluation period shall not be eligible to apply for another bargaining unit position for six months. The start date for calculating the six month period shall be the date the employee began the evaluation period.

15.8 Absent extenuating circumstances an employee who permanently transfers into a job position within the bargaining unit at a higher or lateral pay grade than the pay grade of their current job position will do so without a loss of base pay or the minimum of the range, whichever is greater. And, absent extenuating circumstances an employee who permanently transfers into a job position within the bargaining unit at a lower pay grade than their current position will be paid within the pay range of the lower grade position. However, whenever there are extenuating circumstances the employee may make a written request to the department manager of the new position for review and recommendation to the Cheshire County Commissioners for a higher base pay for the new position. Extenuating circumstances shall include but not be limited to differences in the licensing and certification required for either position and/or the employees length of County Seniority. A decision by the Cheshire County Commissioners whether or not to approve a request for a wage rate higher than entry level is not subject to the Grievance and Arbitration procedure of this Agreement. Employees working on a temporary basis in another classification in a higher or lower wage range will be paid their normal hourly base wage rate or the normal hourly base wage rate of the temporary position whichever is higher.

15.9 Notwithstanding subsection 15.8 when an employee moves from an LNA II to an LNA III they will receive an increase of six and three quarter percent (6.75%) in their base hourly wage rate.

15.10 Employees who are within their 60 day evaluation period after moving to a new position/shift shall not be eligible to apply for any other open bargaining unit position/shift.

15.11 Employees who successfully transfer to a new position after completing their evaluation period shall not be eligible to apply to another open position for 6 months from the date of transfer.

## ARTICLE XVI - RETIREMENT

16.1 All eligible employees shall be required to participate in the New Hampshire Retirement System in accordance with the rules and regulations of the New Hampshire Retirement System and applicable statutes as may be amended from time to time.

## ARTICLE XVII - WAGES and OTHER MONETARY COMPENSATION

17.1 The Employer's Pay Grades for all bargaining unit positions is attached to this Agreement as Appendix D.

17.2 Year 1 - Effective April 1, 2022, a COLA of 4.5% will be added to the current base hourly rate, including premium pay, for all employees other than PCAs/LNAs/MNAs. Effective April 1, 2022, PCAs/LNAs/MNAs will receive an increase of \$2.00/hour to their current base hourly rate. In addition, all Employees will receive a 1% increase to their current base hourly rate, including premium pay, on their anniversary date.

17.3 Year 2 - On April 1, 2023, a COLA of 2.5% will be added to the current base hourly rate, including premium pay, for all Employees. In addition, Employees will receive a 1.5% increase to their current base hourly rate, including premium pay, on their anniversary date.

Year 3 - On April 1, 2024, a COLA of 2.5% will be added to the current base hourly rate, including premium pay, for all Employees. In addition, Employees will receive a 1.5% increase to their current base hourly rate, including premium pay, on their anniversary date.

In all years, any Employee reaching the max of their wage scale will receive the longevity paid out in a lump sum and not added to base hourly rate of pay. A lump sum longevity payment will be paid in an Employee's regular paycheck unless the Employee makes a written request to the Employer's Payroll Department at least seven (7) calendar days prior to the Employee's anniversary date that it be paid in a separate check.

17.4 An employee who works two (2) or more consecutive hours between 3:00pm and 11:00pm shall be paid a shift differential of \$2.25 per hour for each hour worked during such times in addition to their base wage rate and any other applicable differential.

17.5 An employee who works two (2) or more consecutive hours between 11:00pm and 7:00am shall be paid a shift differential of \$3.50 per hour for each hour worked during such times in addition to their base wage rate and any other applicable differential.

17.6 An employee who works between 11:00pm Friday and 11:00pm Sunday will be paid a weekend differential of \$1.75 per hour for all such hours worked in addition to their base wage rate and any other applicable differential.

17.7 At the Employer's discretion in the event the Employer determines it needs employees in addition to those scheduled or otherwise willing to work, it may offer and pay an employee who is called in to cover such need a differential of \$3.00 per hour over the employee's base wage rate and



any other applicable differentials. The Employer's decision whether or not to offer this differential is not subject to the Grievance and Arbitration procedure of this Agreement.

17.8 When the Employer is unable to fill its needs for employees not related to call-ins, it may, in its discretion, pay Employee's working during such time a differential of \$1.50/per hour in addition to their base wage rate and any other applicable differentials. The Employer's decision whether or not to offer this differential is not subject to the Grievance and Arbitration procedure of this Agreement.

17.9 If both the Environmental Services Manager and the Laundry Supervisor are absent for an entire day shift on any Monday through Friday the Employer may at its discretion direct the employee with the most job classification seniority working that shift in the job position of Floor Maintenance to assume assigned supervisory duties, and if so the employee will be paid a differential of \$1.00 per hour in addition to their base wage rate and any other applicable differential. In the same circumstances during a weekend day shift the Employer may at its discretion direct an employee working as a housekeeper or as a laundry aide to assume assigned supervisory duties, and if so the employee so directed will be paid a differential of \$1.00 per hour in addition to their base wage rate and any other applicable differential. The decision of the Employer whether or not and who it directs to assume these supervisory duties is not subject to the Grievance and Arbitration procedure of this Agreement.

17.10 If there is no one working in the Cook 1 position for an hour or more of a shift an Assistant Cook that is working that shift may at the Employer's discretion be directed to assume assigned additional responsibilities, and if so will be paid a shift differential of \$1.00 per hour for all such hours worked in addition to their base wage rate and any other applicable differential. If both the Cook 1 and the Assistant Cook are not working for an hour or more of a shift the Employer may at its discretion direct the Dietary Aide on duty with the most job classification seniority that has successfully completed the required training to assume the Assistant Cook job position during such absence, and if so the employee will be paid a shift differential of \$1.00 per hour for all such hours worked in addition to their base wage rate and any other applicable differential. All employees working as Dietary Aides are eligible to obtain the training necessary to assume the Assistant Cook position. The decision of the Employer whether or not to direct an employee to assume responsibilities of the Cook 1 and Assistant Cook is not subject to the Grievance and Arbitration procedure of this Agreement.

17.11 The Employer's Staff Development Coordinator or Assistant may request a- current LNA III , LNA II, Dietary Staff member, Housekeeper, Laundry Aid, Ward Aid, Personal Care Assistant, or Activity Aid to be assigned to mentor and train a new employee. As differentiated from orientation, mentoring and training a new employee consists of overseeing the new employee's completion of the appropriate clinical skills checklist and competencies. Assignment for this duty is at the sole and absolute discretion of the Employer. A current employee assigned to train and mentor a new employee will be paid a differential of \$1.00 per hour for all hours worked in this capacity in addition to their base wage rate and any other applicable differential. The decision of the Employer whether or not to assign a current employee to mentor and train a new employee and which current employee it requests to do so is at the sole discretion of the Employer and is not subject to the Grievance and Arbitration procedure of this Agreement. All positions in the bargaining unit that require and LNA will have the opportunity to apply for an LNA III status when all requirements have been met.

17.12 Any differential paid pursuant to sections .4 - .11 of the article shall be included in the calculation of the employee's overtime rate.

17.13 When an employee is required to use their personal vehicle for County business the employee shall be compensated for all miles traveled at the mileage reimbursement rate established by IRS.

17.14 New employees, as defined by Article LI – Definitions may be hired at a rate of pay greater than the entry level pay rate. When considering a wage rate higher than the base for any newly hired employee in the bargaining unit, an analysis will be performed between the Finance Director and HR Director based on the candidate's years of experience in comparison with current employees in the same position. Wage offerings will not exceed current employees with comparable years of experience.

17.15 During any period that the County offers a referral bonus to all staff positions determined necessary by the County, employees in the bargaining unit shall also be eligible for this bonus during the time period the bonus has been activated. This will not be subject to the grievance and arbitration clause.

17.16 Excluding Employees scheduled to work during testing times, Employees required to submit to a mandatory COVID-19 (or other pandemic type) test as mandated by public health authorities due to an outbreak in the facility, will be compensated with an additional one (1) hour of pay at the Employee's base rate, unless overtime criteria have been met.

### **ARTICLE XVIII - PERFORMANCE EVALUATIONS**

18.1 Evaluations will be completed within thirty (30) days of the Employee's anniversary date. Employees who transfer or are promoted to a new job classification shall also be evaluated, and thereafter will be again evaluated in conjunction with their anniversary date. An interim written evaluation may be given at any other time as deemed necessary by the Employer. Employees are expected to take an active role in the process of their formal performance evaluations.

18.2 Poor attendance or excessive tardiness may override good performance in other areas, thereby bringing the overall evaluation to a below-average rating, except if an employee has provided the Employer with medical certification that their absence was as the result of a reportable infectious disease or a serious medical condition as defined by the Family Medical Leave Act. In addition, an approved leave of absence shall not adversely affect an employee's overall performance evaluation.

18.3 If an employee's evaluation date occurs during a leave of absence, or within one (1) month of return from a leave of absence, the performance evaluation may be delayed up to three (3) months to allow sufficient time to properly assess work performance of the individual employee. Future evaluations shall revert back to the employee's anniversary date hire.

### **ARTICLE XIX - PAY PERIOD AND DIRECT DEPOSIT**

19.1 Pay period shall be every fourteen (14) days, beginning on Sunday at 12:00 a.m. and continuing through Saturday at 11:59 p.m. two weeks later.

19.2 The Employer shall provide voluntary direct deposit to employees electing to participate. The Employer will use the New England Clearing House (NEACH) for the process.

**ARTICLE XX - INSURANCE**

20.1 Health and Dental Insurance –The parties agree to convene the joint Labor/Management committee to discuss reconsideration on changes to the Health Plan.

20.1.1 The Employer shall make available to employees who are hired to work 30 or more hours per week the same or similar single, employee child(ren), employee/spouse and family health and dental insurance coverage as the Employer currently provides to employees through Harvard Pilgrim, Health Plan Inc. and dental insurance coverage currently provided by Ameritas as set forth in the County of Cheshire plan, documents dated January 1, 2018. The Employee/Spouse and Family plans are available to an employee who has entered into a legally recognized same sex Civil Union or same sex marriage. It is agreed by the Parties to this Agreement that the Employer reserves and has the right to change insurers provided that the benefits, co-pays, out-of pocket expenses, deductibles and percentage of premium payments as defined by the applicable insurance Plan remains the same for participants. The Employer agrees to consult with the Union before changing insurers.

For any changes to benefits, co-pays, deductibles or out-of pocket expenses to be paid by an employee under either of these plans the Employer will convene a joint labor/management committee of three (3) representatives of the Employer and three (3) members chosen by the Union. The joint labor/management committee shall explore and discuss the proposed change and its impact on benefits co-pays, deductibles and out-of pocket expenses. Any change in benefits, co-pays, deductibles and out-of pocket expenses shall require negotiation and shall be subject to the contractual ratification process.

It is recognized and agreed that a change in the designation of a prescription as a generic, preferred or non-preferred drug under the health insurance coverage offered to employees may be changed at any time by the insurer and that any such change does not constitute a change in benefits, co-pays out-of pocket expenses, or deductibles for the purposes of the preceding paragraphs. The County will give the Union President a copy of any written notification it receives from the insurer of any change in a prescription's designation. It is further agreed that a change to the premium rate for the health and dental insurance is not covered by this subsection, but rather is covered in subsection .2 of this Article.

In addition, at any time either Party may convene the joint labor/management committee to explore and discuss any aspect of the health or dental insurance, including but not limited changes in state or federal law or any aspect of coverage, benefits, co-pays, deductibles and out-of pocket expenses .

20.1.2 It is agreed that the Employer will set the premium rate for this insurance on a yearly basis at the same premium rate as is set for all employees of Cheshire County and, the Employer and Employee shall be responsible for the following percentage of the premium:

Health	County	Employee
Single	84%	16%

Employee/Child(ren)	83%	17%
Employee/Spouse	83%	17%
Family	83%	17%
Dental	County	Employee
Single	60%	40%
Employee/Child(ren)	40%	60%
Employee/Spouse	37%	63%
Family	30%	70%

20.1.3 The employee's premium share shall be paid each pay period by payroll deduction on a pre-taxed basis. However, as long as Federal law requires, the portion of any premium payment attributable to an employee's same sex Civil Union partner/spouse or non-qualified dependent will be deducted from the employee's taxable wages and to the extent paid by the Employer shall be taxable income to the employee.

20.1.4 This health and dental insurance shall have an anniversary date of January 1. An employee that becomes benefit eligible for health and dental insurance during a benefit year must submit an application for insurance within thirty (30) calendar days of becoming benefit eligible. To the extent the employee has become eligible for insurance the insurance will go into effect three (3) months from the date they became benefit eligible. For example, insurance for an employee who becomes benefit eligible on February 5 and applies for health and dental insurance the insurance will be effective on May 5. Otherwise, an employee may only elect health or dental insurance during the Employer's open enrollment period for this insurance.

20.1.5 Enrolled employees must immediately report in writing any and all changes in marital/dependent status of any person on their insurance coverage under either of these plans to the Employer's Human Resources Manager. Any additions due to marriage, birth or adoption of a child or loss of other insurance coverage must be made within 30 calendar days of the qualifying event in order for any individual to be added at any time during the plan year other than during open enrollment. The effective date of any such addition will be retroactive to the date of the qualifying event. For any dependents that should be removed from the plan, the County reserves the right to recapture from the employee the cost of providing erroneous health insurance benefits due to an employee's failure to notify the Human Resources Manager of such changes.

20.1.6 Specific leave provisions of this Agreement cover the effect of such leave, if any, on continuation of health/dental insurance.

20.1.7 Upon termination of employment the effective cancellation date of the insurance will extend through the date for which premiums have been paid. After that COBRA rights shall apply.

20.1.8 Health Insurance Buyout "Opt Out" Option - Employees who are covered under another health insurance policy or who are covered by a family member under Cheshire County's health insurance can "opt out" of the health insurance the Employer offers and choose from the following benefits at no cost: dental insurance; \$40,000 worth of voluntary life insurance (employee only coverage) and/or a medical flexible spending account in an amount as set-forth in the paragraphs below. A document showing current coverage under another health insurance policy is required to make this election.

In determining the amount of the medical flexible spending account, the employee portion of the cost of any other free benefits chosen will first be deducted from total credits of 1,800. Once the costs of the free benefits are deducted from the 1,800 in credits, any credits remaining will be multiplied by 25%, converted to a cash benefit and transferred to a medical flexible spending account in the name of the employee, which can be used by the employee or any eligible family member for eligible expenses paid.

For any employee not choosing free dental or life insurance, the value of the medical flexible spending account would be \$450.00. ( $1,800 \times 25\% = \$450.00$ )

A third party will administer the medical flexible spending account.

In lieu of the above opt-out benefit the one individual currently in the bargaining unit receiving an opt-out option of an addition to their base hourly rate of pay shall continue to be able to choose this opt-out option at the same rate as currently paid.

## 20.2 Term Life Insurance

20.2.1 The Employer will provide at no expense to employees hired to work thirty (30) or more hours per week term life insurance in the amount of \$5,000.

## 20.3 Additional Voluntary Term Life Insurance and Accidental Death and Dismemberment

20.3.1 The Employer shall make available to employees who are hired to work twenty (20) or more hours per week the ability to purchase for themselves, their spouse and/or their children, the same or similar coverage for voluntary life and accidental death and dismemberment insurance coverage as the Employer currently provides to employees through Union Security. The employee will be responsible for the full cost of this insurance and payments will be made by payroll deduction. This insurance is contingent on insurer accepting the application.

20.3.2 An employee that becomes benefit eligible during a benefit year must submit an application for Voluntary Life Insurance and Accidental Death and Dismemberment within thirty-one (31) days of becoming benefit eligible or during the next open enrollment period. Payroll deductions for this benefit will start once payroll has received acknowledgement from the insurance carrier of approval and effective date of coverage.

20.3.3 Upon termination, the effective cancellation date will extend through the end of the month in which the employee has terminated. Terminated employees have the option to convert their life insurance policy to an individual policy for an additional period of 36 months. All premiums due for this conversion will be paid directly to the insurance carrier.

## 20.4 Short Term Disability Insurance

20.4.1 The employer will provide at no expense to employees hired to work thirty (30) or more hours per week short-term disability insurance for a non-work related disability due to accidental bodily injury, pregnancy or illness. An employee may apply for short term disability benefits to begin on the fifteenth (15) day of the disability with a maximum benefit period of thirteen (13) weeks at 60% of the employee's base weekly pay without differentials or bonuses of any kind. Employees must; use accrued benefits to supplement their short-term disability compensation to a maximum of 100% of their base weekly pay without differentials or bonuses of any kind.

## 20.5 Long Term Disability

20.5.1 The Employer shall make available to employees who are hired to work thirty (30) or more

hours per week the same or similar long-term disability coverage as the Employer currently provides to employees through Unum. The employee will be responsible for the full cost of this insurance and payments will be made by payroll deduction.

20.5.2 An employee that becomes benefit eligible during a benefit year must submit an application for Long Term Disability within thirty-one (31) days of becoming benefit eligible or during the next open enrollment period. To the extent the employee has become eligible for insurance, there is a 90-day waiting period for benefits to become effective. Once effective, actual benefits paid for approved claims will begin after a 90-day elimination period.

20.5.3 Payroll deductions for this benefit will start once payroll has received acknowledgement from the insurance carrier of approval of coverage.

20.5.4 Upon termination, the effective cancellation date will extend through the end of the month in which the employee has terminated.

#### 20.6 AFLAC

20.6.1 The Employer shall make available to employees who are hired to work thirty (30) or more hours per week various supplemental insurance policies as offered by AFLAC. The employee will be responsible for the full cost of this insurance and payments will be made by payroll deduction on a pre-taxed basis.

#### 20.7 Discounted Auto, Home and Rental insurance

20.7.1 To the extent available, the Employer shall make accessible to all employees the ability to receive discounted Auto, Home and Renters Insurance. The employee will be responsible for the full cost of this insurance and payments will be made by payroll deduction.

### **ARTICLE XXI - DEFERRED COMPENSATION**

21.1 The Employer shall make available to employees the ability to contribute to a 457 Deferred Compensation Plan. This type of plan is a supplemental retirement savings program that allows you to make contributions on a pre-tax basis. Federal, and in most cases, state income taxes are deferred until assets are withdrawn, usually during retirement when you may be in a lower tax bracket.

The Internal Revenue Code governs all aspects of limitations on contributions as well as amount of taxes paid at time of withdrawal.

### **ARTICLE XXII - EMPLOYEE'S ASSISTANCE PROGRAM**

22.1 The Employer shall make available to all employees an Employee Assistance Program (EAP) to offer confidential guidance to help identify support needed in order to balance work and family priorities. Through the EAP program, representatives will help connect the employee or the employee household members with available resources. This benefit is offered to employees and employee household members and is paid 100% by the Employer.

Assistance through the EAP is available twenty-four hours a day, seven (7) days a week. All requests for assistance will be held in the strictest confidence.

**ARTICLE XXIII- MEDICAL FLEXIBLE SPENDING ACCOUNT**

23.1 The Employer shall make available to all employees the ability to contribute to a Flexible Spending Account (FSA) in order to set aside earnings on a pre-taxed basis to pay for eligible medical expenses.

23.2 The Internal Revenue Code governs all aspects of this program as it pertains to contribution limitations, eligible expenses and deadlines for submitting reimbursements. The Employer shall contract with a third party to administer this program.

23.1 and 23.2 to be presented to the joint Labor/Management committee.

The parties agree to convene the joint Labor/Management committee to discuss reconsideration on changes to the Medical Flexible Spending and/or the Dependent Care Accounts.

**ARTICLE XXIV - DEPENDENT CHILD CARE SPENDING ACCOUNT**

24.1 The Employer shall make available to all employees the ability to contribute to a Dependent Child-Care Spending Account. This account provides the employee the opportunity to set aside earnings on a pre-taxed basis to pay for eligible dependent care expenses.

24.2 The Internal Revenue Code governs all aspects of this program as it pertains to contribution limitations, eligible expenses and deadlines for submitting reimbursements. The Employer shall contract with a third party to administer this program.

**ARTICLE XXV - COMPLEMENTARY MEDICINE**

25.1 The Employer shall make available to all employees enrolled in the County Health Plan the ability to be reimbursed for receiving complementary medicine services by a licensed and/or certified provider. Complementary Medicine is inclusive of Acupuncture, Biofeedback, Massage Therapy, Nutrition, Hypno Therapy, Therapeutic Touch & Healing Touch, Preventative Physical Therapy, Homeopathy, Naturopathy, Oriental Medicine and Reiki.

25.2 The maximum benefit per calendar year will be \$350.00. The employee will be reimbursed for the covered services less a co-payment of \$20.00 per visit until they have reached their maximum paid benefit.

25.3 The Employer shall administer this program. A reimbursement claim form with a copy of the paid bill from the provider is to be submitted to the Cheshire County Finance Department, 33 West Street, Keene, NH 03431.

**ARTICLE XXVI - HOLIDAYS**

26.1 The following eleven (11) days will be recognized as holidays:

- New Year's Day - January 1st
- Martin Luther King/Civil Rights Day - Third Monday of January
- President's Day - Third Monday of February
- Memorial Day - Last Monday of May

Independence Day - July 4<sup>th</sup>  
Labor Day - First Monday of September  
Columbus Day - 2<sup>nd</sup> Monday of October  
Veteran's Day - November 11<sup>th</sup>  
Thanksgiving Day — 4<sup>th</sup> Thursday of November  
Day after Thanksgiving  
Christmas Day - December 25<sup>th</sup>

26.2 Employees whose standard work hours are 40 or more per week will be given eight (8) hours holiday time on each of the days listed as a holiday. Employees whose standard work hours are anything less than 40 hours per week will be given a pro-rata amount of time on each such day which is calculated by dividing their total hours per week by 5. For holidays that fall on a Sunday through Friday the leave time will be available for an employee to use on the day of the week on which it falls. When a holiday falls on a Saturday the leave time will be available for the employee to use on the day before the holiday.

26.3 Employees can request to be paid holiday time they are given at any time thereafter in the calendar year in which the holiday occurs or if no such request is made, the employee will retain their holiday time and can request to use it for time-off at another time, up to the last pay period of January of the following year. Any holiday time remaining above the current calendar year's holiday accruals as of midnight on the last day of the pay period of January will be paid out by the second pay period in February at the employee's regular hourly rate.

26.4 Employees will be required to work up to two (2) major (Thanksgiving Day, Christmas Day, and New Year's Day) and two (2) minor (Memorial Day, Independence Day and Labor Day) holidays in a seasonal year. The Employer will try to schedule employees to work holidays on a rotating basis, including having Major and Minor holidays off on a rotating seasonal basis. Requests for holidays off will be considered as scheduling allows or may refer to article 12.2. To extent coverage can recognize longevity; employees with fifteen years of service will be required to work only one major and one minor holiday. In the event of an emergency situation where the needs of the residents cannot be met, management reserves the right to withdraw the approved time off for holiday purposes for those with fifteen years of service.

Employees who provide advance notice of their desire to work specific holidays shall be given preference for that schedule on a first come basis. Upon receipt of the advance notice to work a holiday, the employer shall respond to the request within 7 days.

When a holiday falls on an employee's scheduled day off and the employee is required to work that day, the employee shall be scheduled another day off that week.

26.5 For all holidays other than those listed as Major, employees working such days will be paid their regular rate of pay. Employees working on a Major holiday will receive double their regular hourly rate for all hours actually worked. Holiday pay will start with the 11:00 pm to 7:00 am shift on the holiday eve.

26.6 An employee who calls out on a holiday they are scheduled to work shall not receive holiday time for that day unless a doctor's note is provided or the employee can show an emergency situation required them to miss work.

26.7 When a paid holiday occurs during an employee's vacation, he/she shall be paid holiday pay for that day instead of vacation pay.



26.8 An employee who is regularly scheduled a work day of more than eight hours (8) shall only be required to work eight hours on a scheduled holiday.

26.9 An employee who fails to show up for their shift (no call no show) will not receive holiday time for that holiday and will forfeit that holiday accrual. Employees may be subject to discipline, up to and including termination.

### ARTICLE XXVII - VACATION LEAVE

27.1 Employees will accrue vacation time based on each hour worked or paid as sick, vacation or holiday time to a maximum of 40 hours per week on an anniversary year basis as follows:

Completed years of Employment	Hourly Rate	Maximum Yearly Accrual	Max Pay Period Accrual
1 - 4	0.0385	10 days	3.08
5 - 9	0.0577	15 days	4.62
10 - 14	0.077	20 days	6.16
15 - 19	0.0866	22.5 days	6.93
20+	0.0962	25 days	7.70

27.2 Vacation time is paid on an employee's base wage rate, without inclusion of pay differentials or bonus pay of any kind. However, an employee on the Baylor program will be paid their full Baylor hours during scheduled vacation and holiday leave time

27.3 Vacation time does not accrue during an unpaid leave of absence, except as otherwise provided in this Agreement.

27.4 The maximum vacation accrual an employee may have available at any time is one and one half (1<sup>1/2</sup>) times their annual vacation accrual, rounded up to the next whole day not to exceed 1 1/2 times a 4 week vacation accrual (e.g. an employee with 2 weeks of vacation accrual may carry forward into their next anniversary year up to 3 weeks of vacation accrual). But, no employee may accrue or carry forward more than 7.5- weeks of vacation during any calendar year and payout of vacation leave at termination will be limited to a maximum of six (6) weeks. Any vacation time in excess of the allowable carry forward amount will be forfeited.

27.5 Unused accrued vacation is not paid at termination, or otherwise, except as provided by Article XLII of this Agreement.

27.6 Vacation requests must be submitted to the employee's Department Head, or designee, on the Employer's Vacation Request Form, a sample of which is Appendix E to this Agreement.

27.7 Requests to take vacation between June 15th and Labor Day should be submitted by April 1<sup>st</sup>, and the Employer will respond to all such requests by May 1<sup>st</sup>. When there is a conflict between employees requesting the same vacation time, the employees will be informed to give them the opportunity to work out a compromise. If a compromise cannot be worked out between them, County Seniority will be the deciding factor.

Requests to take vacation during this time period submitted to the Employer after April 1st will only be considered after the Employer considers all requests it received by April 1st, and will

be considered in the order they are received by the Employer without regard to seniority.

27.8 Requests to take vacation time of five (5) or more days must be submitted at least two (2) weeks prior to the posting of the next four-week schedule, and the Employer will give the employee notice of its approval/denial of such request within ten (10) weekdays of submission. Vacation requests to take less than five (5) days must be submitted a minimum of three (3) week days before the first vacation day requested. The Employer will notify the employee of its approval/denial of such request within five (5) week days of receipt of the request or two (2) week days before the first day requested, whichever is earlier.

For all positions, other than MNA's, vacation time outside these parameters will be allowed if the employee arranges their own coverage in accordance with 12.2. The employer will notify the employee of its approval/denial of such request as soon as practicable.

All approvals for time off are contingent upon the appropriate leave being available when the requested time off is taken. When calculating available time off, the time accrued while on vacation shall be considered.

27.9 Insofar as possible, vacations shall be granted at the times requested by employees.

27.10 The Employer may allow an employee to use their accrued vacation time without having made a request to do so within the time limits set forth in this provision when the Employer and the Union agree that granting of such time is warranted. The Employer and the Union's agreement to waive or not waive these time limits is not subject to the grievance and arbitration provisions of this Agreement.

27.11 With the exception of employees hired only to work weekends, vacation time may not be taken on weekends between June 15th and Labor Day, unless in conjunction with an approved vacation week. And, between June 15th and Labor Day no more than ten (10) days of vacation time will be granted to full-time employees, prorated for part-time employees.

27.12 Dependent upon staffing requirements, leave time between December 18<sup>th</sup> and January 1<sup>st</sup> can be up to five days off for full time employees. This time off shall be prorated for part-time employees. Employees who work less than 2 days per week are not subject to time off during this period.

Requests for time off during this period will be accepted only after the posting of the holiday rotation schedule.

27.13 An employee who will be on vacation from a Sunday through the following Saturday may request to be paid their vacation pay prior to their scheduled vacation. An employee who wants their vacation pay prior to their time-off must make a written request for such pay to the Employer's Payroll/Benefits Coordinator at least three (3) weeks prior to their scheduled first day of vacation.

#### **ARTICLE XXVIII - SICK LEAVE, ABSENTEEISM and TARDINESS**

28.1 Sick leave may be used for any illness or injury and for medical care related to such illness or injury of an employee or of their spouse, children, parent or a significant other who resides with the employee which prevents the employee from being able to be at work for any regular scheduled shift. Sick leave can also be used to attend an appointment with a physician, dentist, therapist or other licensed medical care provider, but only for the time it takes to keep the appointment and



return to work, unless the Employer agrees to allow the employee to take a full day off for good cause of both the Employer and the employee. Approval for the use of sick leave for appointments shall be granted upon three day notice.

28.2 To the extent that sick leave is used by an employee for the purposes stated herein and is otherwise in compliance with the requirements of this Article, including but not limited to notice requirements, no disciplinary action shall result from such use. Whenever an employee is restricted from working due to the employer, the use of sick leave shall not be counted against an employee for any reason, other than the perfect attendance bonus. An employee's use of sick leave maybe counted against them for determining promotions, transfers, temp assignments, lay-offs or merit increases unless upon return to work the employee provides written verification that the use of sick leave was as the result of a reportable infectious disease or a serious medical condition as defined by the Family Medical Leave Act

28.3 When an employee is being paid Worker's Compensation benefits by the Employer or its worker's compensation insurer to the extent this pay benefit received by the employee is less than the gross pay the employee would have received based on the employee's base wage rate, without inclusion of differentials or bonus pay of any kind, the employee may use their available sick, vacation or holiday leave to bring their take home pay up to their gross base pay after the Employer receives a benefit statement showing the amount of the weekly pay benefit the employee has/is received(ing).

28.4 Sick leave is paid at an employee's base wage rate, without inclusion of pay differentials or bonus pay of any kind including Baylor pay.

28.5 An employee accrues sick leave at the rate of .0385 per hour of time worked up to a maximum 40 hours per week, which equals a maximum of ten (10) days of sick leave per anniversary year of employment. This leave has no cash value and is not paid on termination of employment.

28.6 Once an employee accumulates sixty (60) days of sick leave, subsequently accrued sick leave pay will be paid back annually to the employee, in November of each year, at the rate of one-half for each excess day accrued.

28.7 The Employer may require that an employee provide confirmation from the employee's health care provider of the employee's need for sick leave and/or certification that the employee is able to return to work and/or perform the duties of their job and if applicable that their illness is not contagious when:

- The employee is absent from work for three (3) or more consecutive days; or
- The employee is absent for five (5) or more illnesses, regardless of duration, during six (6) consecutive months (Jan-June and July- December); or
- The employer has reason to believe the employee is misusing or abusing sick leave.

Sick leave will not be paid to any employee who fails to provide this information when requested and may be subject to progressive discipline in accordance with Article 39 of this agreement.

28.8 An employee must notify their immediate supervisor in person or by telephone prior of their need to use sick time. In the case of a scheduled appointment the supervisor must be told of the needed time off once the appointment is scheduled. In the case of sickness the supervisor must be told as soon as the need for time off is known, but in all instances other than a last minute emergency an employee must notify the supervisor of their need for leave at least two (2) hours before their shift begins. Failure of an employee to give notice as provided herein shall result in the time off not being paid, and may result in disciplinary action.

28.9 An employee will not be paid sick leave for any time-off taken within two weeks of voluntary termination.

28.10 An employee can convert up to three (3) days of their accumulated sick leave per anniversary year to personal leave time if the conversion will not cause the employee's accumulated sick leave to fall below 40 hours for a full-time employee, and a pro-rata amount for part-time employees. Except in cases of an emergency, employees must request this conversion and give the Employer at least seven three (3) days' notice prior to its use. If a staff member has at least 80 hours for a full-time employee, and a pro-rata amount for part-time employees, then the employee may request a one-time per anniversary year conversion of 8 (or pro-rata hours) into pay.

28.11 A full time employee who does not miss any scheduled work time for any reason during a quarter of the calendar year (Jan-March, April-June, July-Sept. and Oct.-Dec.) will be paid a perfect attendance bonus of four hours of bonus pay at the employee's base rate of pay, not including differentials or bonus pay of any kind. This bonus pay will be paid to part time employees meeting the same criteria on a pro-rated basis. Employees who have achieved perfect attendance all quarters in a calendar year will receive an additional four (4) hours of bonus pay at the end of the calendar year.

28.12 Employees may donate a portion of their accrued sick leave to another employee for time off due to a serious health condition as defined by the Family Medical Leave Act of the employee, their child, spouse or same sex civil union partner. The notice of sick time donation must be received in payroll at least one week prior to the processing of payroll. In order for the recipient to be eligible to receive the donated time, the following conditions must be met:

- The recipient must first exhaust their own accumulated paid leave time, including Sick, Vacation and Holiday; and
- The donor of the time must be eligible to use their sick time. For example, the employee has successfully completed probation and/or has not given notice of separation from employment; and the person wishing to donate sick time must, for the purposes of donation, maintain a sick paid accrual balance of no less than two (2) times their regular weekly scheduled hours, after such donation.
- The person receiving the donated time is on an approved non-paid leave; and in the event that the person receiving donated sick time, has returned to work, the use of such donated time in regards to this approved leave, will expire.

When the above conditions have been met, the transfer of time will be made on a pay period basis up to an amount of time to cover the immediate payroll. If the employee is receiving payment under Worker's Compensation or the Employer's Short Term Disability Benefit, the transfer will be made only up to the difference between the weekly worker's compensation pay benefit or Short

Term Disability Benefit they are receiving and their regularly scheduled work hours. The transfer will continue each pay period until either the donated time is exhausted or the recipient returns to work, whichever occurs first.

#### **ARTICLE XXIX - FAMILY and MEDICAL LEAVE of ABESENCE (FMLA)**

29.1 The Family and Medical Leave Act (FMLA) of 1993 provides "eligible employees" with up to twelve (12) weeks of unpaid leave during a twelve (12) month period for specified qualifying reasons, and in very limited circumstances related to military duty up to a single twenty-six (26) weeks of leave. The twelve months is calculated as a twelve (12) month period measured forward from the first date leave is used. The twelve weeks may be taken all at one time, intermittently, on a reduced work schedule or a combination of these options depending on the circumstances of the need for leave.

29.2 Qualifying Reasons: An employee may qualify to take up to twelve (12) weeks of FMLA leave for the following reasons:

- birth of their child or to care for their child within the first twelve (12) months after birth;
- placement of a child for adoption or foster care with them during the first twelve (12) months following placement;
- care for their spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform their job duties; and
- a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces of the United States in support of a contingency.

An employee may qualify for up to 26 weeks of FMLA leave to care for their spouse, son, daughter, parent or next of kin who is a member of the United States Armed Forces, including a member of the National Guard or Reserves, who as the result of a serious injury or illness related to their service in the United States Armed Forces is undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status or is otherwise on the temporary disability retired list.

29.3 Eligible Employees: To be eligible for FMLA leave an employee must have worked for Cheshire County for at least:

- a. 12 months, which do not have to have been consecutive but must be within 7 years of the request for leave; and
- b. 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave.

29.4 Intermittent and Reduced Schedule Leave: An employee may take FMLA leave intermittently or on a reduced schedule when medically necessary, as certified by a healthcare provider, for planned or unanticipated treatment of the employee's own serious health condition



or for care of a spouse, son, daughter or parent with a serious health condition. Intermittent leave can be taken in 1/4 increments. To the extent it is medically necessary for an employee to use FMLA leave intermittently or on a reduced schedule for their own or to care for a family member's injury/illness or serious medical condition the Employer and the employee will work with each other to arrange intermittent leave or a reduced work schedule that meets the employees medical needs without unduly disrupting the Employer's operations. In such circumstances the Employer may temporarily transfer an employee to an available alternate position with equivalent pay and benefits if the alternate position would better accommodate the needs of the Employer given the intermittent or reduced schedule.

Leave because of the birth or adoption cannot be taken intermittently or on a reduced schedule and must be completed within the twelve (12) month period beginning on the date of birth or placement of the child.

**29.5 Required Notification by Employee of Need for Leave:** When requesting FMLA leave, an employee must provide the Employer's Human Resource Department with at least thirty (30) days of advance notice of their request for FMLA leave whenever possible. If that is not possible the employee must provide the Employer notice of their need for this leave as soon as practicable. "As soon as practicable" will generally mean either the same day or the next business day the employee first is aware of their need for leave, but all facts and circumstances will be considered.

If an employee fails to provide thirty (30) days 'notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the employer receives notice. And, when unable to give the Employer thirty (30) days' notice if an employee fails to give notice of their need for a leave as soon as practicable the employer may deny the leave until such time as the request is received and will treat any such days out of work as unexcused absences.

An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the Employer's operations.

**29.6 Required Medical Certification:** Medical certification will be required if the leave request is for the employee's own serious health condition, to care for a family member's serious health condition or to care for an enlisted member of the Armed Forces undergoing medical treatment, recuperation, therapy, is in outpatient status or is on the temporary disability retired list as a result of a serious illness of injury related to their service. Failure of an employee to provide requested medical certification within fifteen (15) days of a request by the Employer may result in denial of the leave, but the Employer will consider a timely request by an employee for an extension of this time period when through no fault of the employee the employee has been unable to obtain this certification. Medical Certification of the serious health condition of someone other than the employee must include the condition, the date the condition began and its expected duration and the reason(s) the employee is needed for care. For medical leave for an employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind and/or specify what of the essential functions of the employee's position he or she is unable to perform. And, if an employee requests to take FMLA leave intermittently or on a reduced work schedule the medical certification must also include dates/days/times and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

An employee returning from FMLA for his/her own serious health condition must provide

to the Employer a Fitness for Duty certification signed by his/her treating physician which must include certification that the employee can perform the essential functions of their job as provided in the employee's written job description. An employee failing to provide a Fitness for Duty statement including all required information will not be permitted to resume work until it is provided.

If an employee's medical or Fitness for Duty certification is incomplete or the information provided is insufficient, after notifying the employee of the problem if it is not corrected, the Employer may directly contact the health care provider to obtain the incomplete or insufficient information and can contact the provider to authenticate a certification. The Employer also may, at its own expense, require an examination by a second health care provider of the Employer's choosing, if it has a reasonable question regarding the medical certification provided by the employee. If necessary to resolve conflict between the original certification and the second opinion, the Employer may require the opinion of a third doctor. The Employer and the employee will mutually select the third doctor, and the Employer will pay for this opinion. This third opinion will be final and binding on both the Employer and the employee. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

While out on FMLA leave, the Employer may request that an employee provide it with updates regarding the status of their medical condition/continued need for leave and their intent to return to work. In addition, the Employer may require that the employee provide medical re-certification of their continued need for FMLA leave in accordance with the FMLA. Failure of an employee to provide the Employer with such information when requested shall be grounds for denial of further FMLA leave.

29.7 Certification for Military Service Qualifying Exigency: An employee applying for this leave for a Military Service Qualifying Exigency must provide the Employer with the covered military member's active duty orders or other documentation issued by the military that indicates the member is on active duty or has been called to active duty status in support of a contingency operation, and documentation stating the dates of the covered military member's active duty service. And the employee must provide to the Employer certification of the exigency necessitating the leave.

29.8 Co-ordination with other Benefits: Employees are required to use all other leave time available to them, paid or unpaid, concurrent with FMLA. Employees will be required to use accrued leave time in the following order; sick, holiday, personal and vacation. If the employee is receiving pay benefits through Workers' Compensation or disability through a plan provided through their employment with the Employer, the employee must use all accumulated sick, vacation or holiday pay available to them to cover any difference between their regular weekly wages and the weekly pay benefits they receive.

While an employee is out of work on FMLA leave, the Employer will continue the employee's health and dental benefits during the leave period at the same level and under the same conditions as if the employee had continued to work to the extent the employee continues to pay their portion of the health and dental insurance premiums. If any portion of FMLA leave is also concurrently paid time off the Employer will continue to make payroll deductions to collect the employee's share of the premiums. While on unpaid FMLA leave, the employee must continue to pay their share of the premium payments, either in person or by mail to the Employer. The

employee's portion of the premium payments must be received by the Employer's Payroll/Benefits Coordinator in its Finance department by the first (1<sup>st</sup>) day of each month (i.e. coverage for the month of June is due June 1). If a payment is more than 30 days late, the employee's health/dental insurance coverage may be dropped for the duration of the leave. The employer will provide fifteen days notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan through the Employer, and is on paid leave concurrent with unpaid FMLA leave the Employer will continue making payroll deductions for such premiums. If the employee is on unpaid FMLA leave, the employee may request continuation of such benefits, and pay their portion of the premiums. Any such premium payment must be received by the Employer's Payroll/Benefits Coordinator in its Finance department by the first (1<sup>st</sup>) day of each month. If the employee does not continue these payments, the Employer may discontinue coverage during the leave.

If an employee does not return to work at the end of FMLA leave the employee will be required to reimburse the Employer for the cost of all insurance premiums the Employer paid to maintain such coverage for the employee during the employee's FMLA leave. However, if the employee is not released to return to work by their health care provider no reimbursement will be required.

All other benefits of employment are suspended during any unpaid portion of FMLA leave, including accumulation of vacation, sick or holiday time, subject to reinstatement upon resumption of employment including seniority rights, if any. Upon resumption of employment an employee's seniority will be reinstated as if they had worked through their FMLA leave.

Qualifying FMLA leave will not be counted as an absence under the Employer's attendance policy.

29.9 Spouses Both Working for the County: When both spouses are employed by Cheshire County, they are together entitled to a combined total of twelve (12) work weeks of FMLA leave within the twelve (12) month period for the birth, adoption or foster care placement of a child with the employees, and for a qualifying exigency arising out of active duty of their spouse, son, daughter or parent; and where leave to care for a member of the Armed Forces as a result of a serious injury or illness related to their service is applicable to one single year of a combined total of up to 26 weeks. Each spouse separately may be entitled to additional FMLA leave for other FMLA qualifying reasons (i.e., the difference between the leave taken individually for any of the above reasons and twelve (12) or twenty-six (26) workweeks as applicable. For example, if each spouse took six (6) weeks of leave to care for a newborn child, each could later use an additional six (6) weeks due to his/her own serious health condition. The exception to this shall be if both spouses are employed by Cheshire County and wish to take leave because of the serious health condition of a child, parent, or spouse each spouse will separately be entitled to twelve (12) weeks of FMLA leave.

29.10 Reinstatement of Employment: Upon return from FMLA leave, the employee will be restored to his/her original position or a position equivalent in pay, benefits, and other terms and conditions of employment. If an employee fails to return at the end of FMLA leave, notifies the Employer during their leave that they will not be returning to work, accepts other employment during this leave or fails to provide the Employer with requested medical or fitness for duty certifications the employee will be considered to have voluntarily resigned his/her position with the Employer and/or their employment with the Employer will be



terminated and the employee will have no further right to reinstatement.

29.11 Information and Approval Procedure: Employees seeking any information on or approval for FMLA leave must contact the Employer's Human Resources department.

29.12 Other Rights and Responsibilities under FMLA: The provisions of this Article is intended to adhere to all the rights and responsibilities provided in the Family Medical Leave Act of 1993.

29.13 Disputes over FMLA Leave: Claims of any kind that the Employer has breached its duties under this Article shall not be subject to the Grievance and Arbitration procedures of this Agreement or an unfair labor practice charge with the New Hampshire PELRB, but rather shall only be brought/enforced in a Court with jurisdiction over the claim.

29.14 Definitions: Terms used in this section are defined at Appendix E. The Definitions in Appendix E are only applicable to this Article, Family Medical Leave Act, of this Agreement.

### **ARTICLE XXX - BEREAVEMENT LEAVE**

30.1 Employees shall be entitled to paid leave at their regular rate of pay without differentials for:

1. Up to five (5) workdays within fourteen (14) days immediately following the death of their spouse, partner in a legally recognized civil union between members of the same sex, child(ren), sibling, and either a biological or step-parent but not for both.
2. Up to three (3) workdays within fourteen (14) days immediately following the death of their grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law or any close relative living in the employee's household at the time of or just prior to their death.
3. Up two (2) working days within fourteen (14) days immediately following the death of their sister-in-law, brother-in-law, and grandparent-in-law.
4. An employee shall be able to use 2 personal days as bereavement leave for a family member or a non-family member death not included in 1, 2 or 3.

30.2 If the internment or memorial services of an individual listed in this section is to be at a later date an employee may hold one day of bereavement leave to be used to attend such services.

30.3 In the event the Employer is unable to verify an employee's entitlement to this leave, the employee shall be required to submit supporting documentation.

30.4 In the event a death covered by this section occurs during an employee's vacation leave the employee is entitled to request that applicable bereavement leave be substituted for vacation leave. An employee may not take both Bereavement leave and any other paid time-off for the same day. An employee may use available leave to extend bereavement leave to the extent such use is permissible under the provisions of such leave. The employee must communicate their need for additional leave as provided in the leave policy, but any advanced notice requirement is waived for this purpose.

### **ARTICLE XXXI - JURY DUTY**

31.1 An employee who is called for jury duty shall receive the difference between his/her jury duty pay and his/her regular base pay, not to include any differentials, for the duration of the jury duty period.

31.2 It is the employee's responsibility to bring a copy of the jury duty summons to his/her department manager or immediate supervisor before the start of the jury duty. To receive reimbursement, an employee must show his/her jury duty paycheck to the Payroll/Benefits Coordinator. A statement from the clerk of the Court indicating the amount of compensation paid to the employee for the jury duty is acceptable in the absence of a paycheck.

### ARTICLE XXXII - MILITARY LEAVE

32.1 The Employer, in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and all other existing applicable state and federal laws, shall grant military leaves of absence. Military leave may be granted for a period of four (4) years plus a one-year voluntary extension of active duty for a total of five (5) years, if this at the request and for the convenience of the United State Government.

32.2 An employee must provide to the Employer a copy of their military orders as soon as practical.

32.3 Insurance provided to employees in conjunction with their employment will only be kept in force for an employee on Military Leave during reservist commitments so long as such employee pays the same share of any such insurance as an employee not on military leave. Health Insurance coverage for Employees who are called to active duty shall not continue unless paid for by the employee.

32.4 Vacation, sick and holiday time shall only accrue during a military leave of absence of up to thirty (30) days.

32.5 An employee in the Reserves of any branch of the U.S. Armed Forces or the National Guard will be granted unpaid leave for up to fourteen (14) days of annual training with the Reserves or National Guard. Employees during this leave can, but are not required to, use any vacation or holiday time available to them.

32.6 A full time employee working thirty (30) or more hours per week who is called to active duty for the National Guard and/or Army Reserves shall receive from the Employer the shortfall, if any, between their Guard or Reserve pays and allowances and their regular base pay from the Employer, less 5% for the duration of their active duty.

The employee's Leave and Earnings Statement (LES) will be used to determine if there is a shortfall between their regular pay and their Guard or Reserve pays and allowances. The types of pay and allowances from the Guard and Reserves used for this calculation include, but are not limited to: Military Base Pay; Housing Allowance; Hight Pay; Submarine Duty Pay; Sea Pay; Combat Zone Pay; Family Separation Allowance; and Dislocation Allowance. In order to receive this benefit from the Employer the employee must provide to the Employer their Leave and Earnings Statement for any applicable time period.

32.7 Upon return from military leave, employees will be reinstated with the same seniority, pay, status and benefits rights that they would have if they had worked continuously. Employees must return to work in accordance with the appropriate schedule as outlined by USERRA.

32.8 If an employee was a participant in the New Hampshire Retirement System ("NHRS") and their leave did not extend beyond three (3) years' time, service credit at no cost to the employee may be requested. In order to do so, a written request should be sent along with a copy of the required form to the New Hampshire Retirement System.

#### **ARTICLE XXXIII- UNPAID LEAVE OF ABSENCE**

33.1 The County Commissioners at its sole and absolute discretion may grant an employee an unpaid leave of absence for up to eight weeks. The County Commissioner's decision whether or not to grant such leave will take into consideration the employee's length of service, work record, staffing needs and reason for and expected length of the leave. However, approval or denial of such leave is not subject to the grievance and arbitration provisions of this Agreement.

33.2 An employee who does not report to work on the first day following an approved leave of absence will be considered to have voluntarily terminated their employment, unless prior approval has been given by the County Commissioners or the employee has a justified reason, as determined by the County Commissioners for not returning as scheduled.

33.3 Leave time will not accrue during an unpaid leave of absence.

33.4 Benefits will not be provided during an unpaid leave of absence unless paid for by the employee.

33.5 At the conclusion of an unpaid leave of absence the employee will be returned to the job position the employee held before the leave if there is an opening in such position. If there is no opening in the job position the employee held before the leave at the time the employee returns to work the employee will be offered any open position for which they are qualified. If no such position exists the Employer will contact the employee when the first opening occurs in the job position the employee held at the time they went out on leave. If the employee refuses such position the employee's employment with the Employer will be terminated.

33.6 Unless otherwise agreed to by the Employer and the Union an employee who accepts employment from anyone other than the Employer or conducts an outside business during an unpaid leave of absence employment with the employer shall be terminated.

33.7 The Employer will provide the Union with notice of any employee granted an unpaid leave of absence including the dates of such leave.

#### **ARTICLE XXXIV- RECORDING DEVICES**

34.1 Employees are prohibited from recording or photographing in the workplace unless they have consent of the Employer and the person being photographed or recorded.

34.2 The Employer must have consent from any employee before recording or photographing an employee in the workplace except for any non-audio recordings or photographs taken in conjunction with a workplace investigation or routine surveillance.

#### **ARTICLE XXXV - WORKPLACE SEARCHES**

35.1 The Employer may at any time inspect/search any of its property including all property issued



to an employee for their use including but not limited to lockers, offices, desks, vehicles and computers.

#### **ARTICLE XXXVI - DRUGS AND ALCOHOL**

36.1 Employees shall not at any time possess, use, sell, or be under the influence of any illegal controlled substances or use, sell or be under the influence of alcohol while at work or while conducting any work related activities. Possession shall include, but not be limited to, internal possession, concealment or storage in a locker, bag or other place accessible to the employee during working hours. The use of prescribed and over the counter drugs is permitted while working only if such use does not impair an employee's ability to perform their job duties effectively and in a safe manner that does not endanger themselves or any other individual in the workplace.

36.2 An Employee who the Employer has reasonable suspicion of violating this policy, including but not limited to, when the employee's work performance appears impaired, their behavior is erratic, they have an odor of drugs or alcohol or they are involved in a job related accident may be required to immediately submit to a drug/alcohol test, but the Employer is not required to have the employee tested in order to take disciplinary action. And, to the extent an employee is required to submit to a drug or alcohol test they will be afforded all rights under Article XXXVIII, Complaint Allegations/Investigation of this Agreement.

36.3 The Employer may search personal belongings and/or lockers located on its premises for drugs and/or alcohol when it has reasonable suspicion that an employee is concealing controlled substances or alcohol in the area to be searched.

36.4 The Employer may place an employee on unpaid leave to run concurrent with any available FMLA leave while undergoing a plan of treatment from a medical professional, a certified treatment counselor or accredited treatment facility. Such leave may be paid to the extent the employee has paid leave time available. The employee will be required to present periodic documentation from their health care provider, certified treatment counsel or accredited treatment facility of the employee's need for continued leave or ability to return to work.

#### **ARTICLE XXXVII - CONCEALED WEAPONS**

37.1 Possession, use or sale of weapons, firearms or explosives while working or on work premises is forbidden except where expressly authorized in writing by the Employer and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

37.2 Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to your supervisor immediately.

#### **ARTICLE XXXVIII - COMPLAINT ALLEGATIONS, INVESTIGATIONS**

38.1 If the Employer needs time to investigate information that an employee may have acted/failed to act in such a manner that disciplinary action may be warranted, the Employer may place the employee on paid administrative leave pending whatever investigation it deems necessary to make its decision on the matter. A written statement of the matter at issue will be

provided to the staff person within five (5) business days of any such suspension.

38.2 An employee who is the subject of such investigation will be given an opportunity to have a Union representative present at any interview or meeting on the matter with the Employer, and will receive written notification of the outcome.

### **ARTICLE XXXIX - DISCIPLINE**

39.1 Nothing contained in this Agreement shall be construed as restricting the County's right to discipline and/or discharge an employee for just cause including, but not limited to for an employee's failure to perform their job duties; insubordination; dishonesty; drug or alcohol possession or use; immoral behavior; misconduct; harassment; bullying; violence; neglect of duty; negligence; failure to follow directions; inefficiency; inability to perform job duties; unfitness to perform job duties; tardiness; absenteeism; or violation of any County policy, procedure or standard.

39.2 The Employer can take disciplinary action up to and including termination of employment for off-duty conduct of an employee that has a nexus to their employment.

39.3 The County shall normally take disciplinary actions with respect to employees in the following order:

- a. Verbal Warning, to be reduced to writing, signed by the employee and placed in the employee's personnel file;
- b. Written warning;
- c. Suspension without pay;
- d. Discharge

However, the County need not follow the above order if it determines the infraction is severe enough to skip one or more of the above listed steps.

39.4 The County will provide a copy of all written warnings, suspensions and discharges to the employee and the local Union President at the time disciplinary action is taken, and will provide the employee and the local Union President with a copy of all recorded verbal warnings within five (5) business days after the verbal warning is given.

39.5 Verbal warnings reduced to writing shall not be used by the Employer as a basis for further discipline beyond twelve (12) months or the employee's next annual evaluation whichever is later. Written warnings will not be used by the Employer as a basis for further discipline beyond two (2) years, and suspensions shall not be used as a basis for further discipline beyond four (4) years.

### **ARTICLE XL- GRIEVANCE and ARBITRATION PROCEDURE**

40.1 The purpose of this Article is to provide for mutually acceptable methods for the settlement of disputes between an employee, the Union and the Employer over the interpretation, application or a claimed violation of any of the provisions of this Agreement (hereinafter a "grievance"). The procedures set forth in this Article shall be in lieu of and negate the right of any employee to any rights and procedures provided in NH RSA 28:10-a & b or an successors or amendments thereto.

40.2 It is the intention of the parties that grievances be settled at the lowest possible step. Grievances involving suspensions shall start at Step 2, and grievances involving terminations shall start at Step 3. Individuals in positions identified to hear grievances in the process shall have full authority to resolve all grievances regardless of topic.

40.3 Settlement of a grievance at any step listed herein shall be final and binding on all parties to the grievance, but such a settlement shall set no precedent and shall not be admissible with respect to any future claims unless the parties agree otherwise in writing.

40.4 Employees are required to comply with all directions of the Employer, and then grieve any such rule or direction they believe is in conflict with this Agreement. The rule/direction of the Employer is to be followed until and unless it is overturned under this grievance procedure, it is unlawful or it may cause harm to a resident, the public or the employee.

40.5 Unless a time limit specified in this Article is extended by written mutual agreement, any grievance that extends beyond such time limit shall be deemed waived if the person(s)/party bringing the grievance fails to advance it within the time limits specified and no further action may be taken on such grievance. In computing time limits in this section, Saturdays, Sundays and all holidays recognized in this Agreement shall be excluded.

40.6 Grievances (individual or class action) must be processed separately through the Agreement's grievance/arbitration procedure unless the parties agree otherwise in writing.

40.7 Step 1: Except for employment suspensions and terminations prior to filing a written grievance an employee must first attempt to informally resolve the matter by bringing their complaint to the supervisor of their department. A union representative shall be present for any meeting on this unless the employee requests in writing that a union representative not be present. This Step must occur within ten (10) days of when the employee knew or should have known of the action/inaction on which the complaint is based. The supervisor will have ten (10) days to respond or resolve the grievance from the date of the meeting. The Union President shall be given notice of any resolution reached of any grievance at this Step without the presence of a Union representative. Upon receiving such notice the Union must intervene within ten (10) days if it has any objection to the resolution reached. The Union and the Employer agree that any resolution reached, unless otherwise agreed to in writing by each of them, must be consistent with the terms of this Agreement.

40.8 Step 2: If settlement of the grievance is not achieved at Step 1 the grievance may be advanced by filing a written grievance with the Nursing Home/Assisted Living Administrator as applicable within fifteen (15) days of the response or the expiration of the response time period of Step 1. Or, if this grievance is a suspension initiated at this Step the written grievance must be given to the Nursing Home/Assisted Living Administrator within ten (10) days of when the employee knew or should have known of the action/inaction on which the complaint is based. A written grievance must be signed by the individual employee(s) bringing the grievance or by a Union Representative in the case of a class action grievance and must include: the date(s) of the alleged offense, a description of what occurred, the identity of anyone present when the offense occurred, specify all provisions of this Agreement alleged to have been violated and in the case of a class action must identify by name at least two individuals that claim to have incurred damages as a result of the alleged offense. Unless the Parties agree that a meeting on the grievance is not necessary the Nursing Home/Assisted Living Administrator shall meet with the grievant/Union within fifteen (15) days of receipt of the grievance at this step or as soon thereafter as reasonably

convenient, and will have ten (10) days to return a written answer to a grievance from the date of the meeting.

40.9 Step 3: If the grievance is not resolved at Step 2, it may be appealed by advancing the written grievance and the answer given, if any, to the Cheshire County Administrator within ten (10) days of the response or the expiration of the response time period of Step 2. Or, if it this grievance is a termination initiated at this Step the written grievance must be given to the Cheshire County Administrator within ten (10) days of when the employee knew or should have known of the action/inaction on which the complaint is based, and must be signed by the employee(s) bringing the grievance or by a Union Representative in the case of a class action grievance and include the information set forth in Step 2 above. Unless the Parties agree that a meeting on the grievance is not necessary Cheshire County's Administrator will meet with the grievant/Union within fifteen (15) days of receipt of the grievance at this Step or as soon thereafter as reasonably convenient, and shall have ten (10) days to provide a written answer to a grievance from the date of the meeting.

40.10 Step 4: If the grievance is not resolved at Step 3 it may be appealed in writing to the Cheshire County Commissioners by advancing the written grievance and any written answers given in Steps 2 and 3 of this procedure within ten (10) days of the response or the expiration of the response time period of Step 3. If the grievance is a class action the name of any employee claiming damages as a result of the alleged violation, in addition to the individuals named in Step 2, must be provided in writing by the Union along with the appeal unless the group of employees can be identified (example: job classification, employees on a specific shift or Unit, etc). No additional individuals can be added after that time except by agreement of the Employer. Unless the Parties agree that a meeting on the grievance is not necessary the County Commissioners will meet with the grievant/Union on the matter within fifteen (15) days of receipt of the grievance at this Step or as soon thereafter as reasonably convenient, and shall have fifteen (15) days to provide a written response to a grievance from the date of the meeting.

40.11 Step 5: If the grievance is not resolved at Step 4 it may be appealed in writing within forty (40) days of the response or the expiration of the response time period of Step 4 to the American Arbitration Association in accordance with its Rules of Labor Arbitration, and at the same time the Union must provide a copy of the appeal to Cheshire County's Administrator.

40.12 The function of an arbitrator hearing an appeal under this Article shall be to interpret and apply the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, ignore, modify or extend any terms of this Agreement, or any agreement made supplemental hereto nor shall the arbitrator hear more than one grievance, except by mutual consent of the Parties to this Agreement. The arbitrator shall not substitute her/his judgment for that of the Parties in the exercise of rights granted or retained by the Agreement, and the arbitrator's decision shall not go beyond what is necessary for the resolution of the specific grievance. The decision of the arbitrator shall be provided to the Parties in writing within ninety (90) days of the hearing. The Arbitrator's decision shall be final and binding on both Parties. However, either Party may appeal the arbitrator's decision to the NH Superior Court, in accordance with NH RSA 542, and the Parties agree that the arbitration provisions of this Agreement are subject to the provisions of NH RSA 542.

40.13 The Parties to this Agreement shall each bear their own costs and expenses related in any way to bringing a matter through any step of this Grievance and Arbitration procedure with the

exception that the losing party in an arbitration proceeding shall be responsible to pay all costs and expenses of the Arbitrator.

### **ARTICLE XLI - REDUCTIONS IN STAFF**

41.1 In the event the Employer reduces the number of funded positions in any given job classification of this bargaining unit it agrees that before it lays off any individuals in this bargaining unit it will first lay-off any individuals it is using to fill a funded position in the specified job classification from an outside agency or on a per diem basis. However, this will not preclude the employer from using individuals from an agency or on a per diem basis to fill open shifts in the job position.

41.2 To the extent the Employer lays-off employees in this bargaining unit it will do so on the basis of job classification. Within a job classification the employer will determine who will be laid-off based on each employee's qualifications and skills for the job position, documented work history, Job Classification Seniority and County Seniority. However, all other things being equal the Employer in such circumstance will lay-off employee(s) in reverse order of their Job Classification Seniority.

41.3 Employees laid-off as a result of a reduction in the number of staff in their job classification will at their request be placed on a per diem list for a period of two (2) years. The Employer will call former employees on this list to fill any monthly scheduling openings within their job classification in the reverse order of their lay-off ( i.e. last laid-off = first offered opening) before the Employer calls any of its other per diem employees or any individual from an outside agency to fill such opening. It is the former employee's responsibility to provide and update the Employer in writing with their telephone number for the purpose of such notification. Laid-off employees called back shall be paid at their rate of pay at the time of the lay-off or the current per diem rate; whichever is higher.

41.4 Employees laid-off as a result of a reduction in the number of staff in their job position may apply for any open position of the Employer for which they are qualified.

41.5 Employees laid-off as a result of a reduction in the number of staff in their job classification will be placed on a recall list for a period of two (2) years from the date the employee is laid-off. In the event there is an opening in the job position from which the former employee was laid off during the two year period they are on the recall list the Employer will offer such job position to employees on the list in reverse order of their lay-off ( i.e. last laid-off = first offer of rehire). The Employer will send notice of such offer to the employee by certified mail at the employee's last known address. It is the former employee's responsibility to provide and update the Employer in writing with their current mailing address for the purpose of such notification.

An employee must notify the Employer in writing within ten (10) days of an offer letter being sent by the Employer under this section of the employee's intention to accept or decline such offer of employment, and if accepted the employee must return to work within three (3) weeks of the offer letter being sent or such other date as specified by the employer if later. An employee failing to respond to such notice will be deemed to have declined the offer. An employee once offered an opening under this provision who declines such offer will cease to have any further rights to notification or reinstatement of employment.



## ARTICLE XLII - EMPLOYMENT TERMINATION

42.1 Employees are to give at least fourteen (14) calendar days' notice of resignation, exclusive of any leave time taken off within their last 14 scheduled days of employment for any reason and:

- a. Continue to work through their last scheduled day of employment, unless this requirement is expressly waived by the Employer; and
- b. Return all property of the Employer no later than the employees last day of work.

42.2 Upon termination of employment if the employee has fulfilled the requirements of 42.1 the Employer will pay the employee their accrued unused vacation and holiday time. An employee who fulfills all requirements of 42.1 but gives the Employer less than fourteen (14) calendar days' notice of their resignation shall be paid the following pro-rata amount of their accrued unused vacation and holiday time and the rest will be forfeited: 13 days' notice and all other requirements met = 85%, 12 days & other requirements = 80%, 11 = 75%, 10 = 65%, 9 = 60%, 8 = 55%, 7 = 50%. An employee who gives the employer less than seven (7) calendar days' notice of their termination or does not fulfill any of the other requirements of 42.1 will not be paid any accrued unused vacation or holiday time.

42.3 The Employer will pay an employee who the Employer involuntarily terminates without just cause or the estate of an employee who dies all accrued vacation and holiday time. An employee who is involuntarily terminated with just cause shall not be paid any accrued vacation or holiday time.

42.4 Unless otherwise provided by law or by this Agreement all benefits an employee received through employment with the Employer will cease effective on termination, whether the employee's termination is voluntary or involuntary except for any rights under the Grievance/Arbitration provisions of this Agreement and health insurance shall continue as provided in Article XX, Insurance.

## ARTICLE XLIII - DRESS CODE

43.1 Employee's appearance affects residents, visitors, public and each others' impressions of Maplewood. Employees should always be professionally dressed, well groomed and clean with all articles of attire in clean and neat condition. Jewelry should be modest and kept to a minimum. Rings should be free from sharp edges and easily removable for hand washing. No hoop or dangling type earrings will be permitted. Chains or necklaces may only be worn under shirts/dresses and "choke chains" are not allowed.

43.2 Individual departments at Maplewood have more specific dress code policies for employees. However, the general policy stated below applies to all employees and is to be incorporated as part of the individual department's policy.

### Female Dress Code:

- a. Dress, skirt, jumper, culottes or shorts — no more than two (2) inches above the back of the knee crease and loose fitting.
- b. Pants/slacks — no sweat pants, tight-fitting stirrups, Lycra pants (leggings); unless accompanied with a skirt or dress.

- c. Blouses/shirt — non-revealing, no tank tops. For Nursing Department: a scrub top or solid color T-shirt without writing or logo(except MNH logo).
- d. Footwear — comfortable, good support, closed toe; no Crocs brand/style shoes permissible.
- e. Underwear — required and non-revealing.
- f. Visible tattoos and body piercing must be kept to a minimum.

Male Dress Code:

- a. Pants/slacks — no sweat pants or stretch pants.
- b. Shorts — no more than two (2) inches above the back of the knee crease and loose fitting.
- c. Shirts — non-revealing, no tank tops. For Nursing Department: a scrub top or solid color Tshirt without writing or logo (except MNH logo)
- d. Footwear — comfortable, good support, closed toe, no Crocs brand/style shoes permissible.
- e. Underwear — required and non-revealing.
- f. Visible tattoos and body piercing must be kept to a minimum.
- g. Beards, mustaches and goatees must be neatly trimmed. Growing facial hair should be kept neat and clean.

**ARTICLE XLIV - CLOTHING REIMBURSEMENT**

44.1 Dietary, Laundry, Floor Maintenance, Housekeeping, Ward Aides and Rehabilitation Technician employees will be provided with five (5) uniform tops, which will be replaced on an as needed basis. Additionally up to seventy-five dollars (\$75.00) one (1) time per year will be provided for shoes.

44.2 LNAs, MNAs, Unit Assistant, OT Aides, PT Aides, Activity Aides, Diversional Aides, PCAs and anyone who works in these positions on an as needed basis requested by the Employer that are required to wear specific apparel which is not provided by the Employer will receive an annual allotment of up to two hundred dollars (\$200.00) per calendar year for full-time employees, prorated for part-time employees, to purchase such clothing and/or shoes. This amount will be paid to the employee within two (2) weeks of the Employer's Accounts Payable Coordinator receiving from the employee submission of a receipt(s) for such item(s).

**ARTICLE XLV - SMOKING**

45.1 Smoking is not permitted inside the Employer's facility, outside on the grounds, or in any vehicle of the Employer. Smoking cigars, cigarettes (including electronic smoking devices), a pipe with tobacco is allowed only in an employee's own vehicle. Employee will be expected to properly dispose of their smoking materials inside their own vehicle. Violation of this article is subject to disciplinary action.

## ARTICLE XLVI - CHILDREN IN THE WORKPLACE

46.1 It is the responsibility of employees to arrange for childcare and to have a backup plan in case their initial arrangements fall through. Only in the case of an emergency, an employee may bring their children to work with prior authorization of the Nursing Home Administrator or designee. Maplewood Nursing Home does not provide daycare or child care services and the employees must have a plan for the child that will ensure the child's safety, the safety of other staff and residents and will not interfere with the work performance of the employee or other staff.

46.2 If the employee needs to leave to take the child home, the employee must punch out and will not be paid for any scheduled work time missed unless they request the use of accrued leave time.

46.3 If a child becomes disruptive to staff or residents, the supervisor or department head may at any time ask the employee to take the child home.

46.4 In order for an employee's child to volunteer at Maplewood, the parent/child must complete a volunteer application and consent form, and must receive permission from the Activities Department Head. Junior Volunteers are subject to the terms and provisions of the "Junior Volunteer Policy" as defined by the Maplewood Activities Department.

46.5 Children in the workplace at Maplewood Nursing Home are not to enter any of the following areas unless they receive specific permission from the Nursing Home's Administrator or designee: The TLC (Therapeutic Living Center), the Laundry Department, or the Dietary Department.

## ARTICLE XLVII - ANNUAL IN-SERVICE

47.1 All employees will be required to attend annual in-service training. Any employee, who fails to attend as required, will not be entitled to any performance based increase until the requirement is completed, and upon completion their performance based increase shall be given without retroactivity unless provided for below. Any employee failing to complete their annual in-service by the end of the fifteenth month from the month of their anniversary date will be removed from the schedule and will not be paid any benefits or wages of any kind until the annual in-service is completed. Any wages and benefits lost during such time will not be paid retroactively, and if the in-service is not completed within one (1) month of such removal the employee will be considered to have voluntarily quit their employment. Employees shall receive retroactivity on performance based increases in the following limited circumstances based on the employee making an effort to accomplish the requirements as indicated below:

1. The employee has made an effort by signing to attend in-service training and was not scheduled; or
2. Due to no fault of the employee, the employee is unable to attend in-service training he/she was scheduled to attend based on the needs of the facility.

47.2 Failure by an employee to attend annual in-service when scheduled, unless caused by a medical problem or other emergency of the employee as reasonably determined by the Employer or at the request of the Employer, shall be considered a "no call no show." And, an employee who

fails to attend their in-service training when scheduled, regardless of the reason for such failure, is responsible to work with their Department Head, or designee, to reschedule their attendance for another such training session prior to their employment Anniversary Date.

### **ARTICLE XLVIII - LICENSE RENEWALS**

48.1 The Employer will contribute towards the cost of the LNA and MNA license renewals at a rate of \$20.00 for LNA's and \$10.00 for MNA's. In order to receive the Employer's contribution, a copy of the renewed license or a copy from the NH Board of Nursing website indicating the license renewal information must be forwarded to the Payroll Coordinator for processing of payment.

### **ARTICLE XLIX - TUITION REIMBURSEMENT**

49.1 The Employer shall provide tuition reimbursement benefits to regular full-time and regular part-time employees who continue their education through completion of approved courses.

#### 49.2 Purpose

- To recognize that educational development is important and should be encouraged.
- To provide the opportunity for employees to obtain additional education or training in order to increase their competence in their present job and/or to prepare for advancement with the Employer in the future.
- To provide the Employer with a competitive marketing tool for recruitment.

49.3 Criteria for Eligibility for Tuition Reimbursement: Tuition reimbursement is available to any employee.

Benefits shall be coordinated with other grants or scholarships, regardless of source, so employees will not receive more than 100% of tuition on any approved course. Under the coordination process, the Employer will be the second payee covering only what other grants or scholarships do not cover. Employee shall indicate on the tuition reimbursement request if they are applying for any other tuition benefits. A copy of the benefit notification received shall be submitted with your final grade.

Resignation or termination of an employee before the approved course(s) is completed will automatically terminate an employee's eligibility for reimbursement benefits.

Courses generally must be scheduled outside employee's established work hours. If this is not possible due to specific course requirements, employees are expected to use contractual benefit time (i.e., holiday, vacation, compensatory and personal time) and/or can request a flex schedule or unpaid leave of absence, if beneficial to both the employer and employee, in accordance with such benefit and/or leave time requirements.

As a condition of acceptance of education assistance funds, the employee agrees to continue to work for the Employer in their current position, or in such other position as assigned, for a minimum of one year from the date the course is completed, provided that such other position offers a rate of payment equal to rate of payment as that of prior position. Additionally, the employee will maintain a schedule of at least 16 hours or more per week during that time.

Until one year has passed from the date the course is completed, the payment of education assistance funds will be considered a deferred loan. Upon receipt of the funds, the employee will be required to sign a Deferred Payment Loan Agreement and a Demand Promissory Note. This Deferred Payment Loan Agreement will be in effect until one year from the date the course is completed and will expire as of that date.

Employees scheduled for at least 16 hours per week and employed throughout the duration of the course are eligible to receive reimbursement. Tuition reimbursement for full-time employees will be approved for expenses not covered by other scholarship programs and include the cost of tuition, laboratory and registration fees up to a maximum of \$2,700 per year. Tuition reimbursement for part-time employees will be pro-rated, based on permanently scheduled hours. For example, a 20-hour employee would be eligible for reimbursement up to a maximum of \$1,350 (or 50% of the maximum allowed for full-time employees).

#### 49.4 Approved Courses:

Courses must be related to the employee's present job or must contribute to the employee's development, relevant to the needs of the Employer.

Attendance of courses shall be on the employee's own time and should not interfere with a regular work schedule.

#### 49.5 Procedures:

When an employee desires to participate in the plan, an application is to be completed and submitted in advance.

Employee's Department Manager shall review and recommend approval/disapproval and forward application to the Human Resources Manager.

The Human Resources Manager shall review the application to determine if the employee is eligible for tuition reimbursement and if the course(s) selected is in accordance with the intent of the article.

A new application is to be completed and approved for each course for which reimbursement is requested, regardless of the number of courses requested each semester.

Upon successful completion of an approved course, the employee shall notify the Human Resources Department by submitting the following:

- evidence of a passing grade of "C" or better for the course(s);
- evidence that the course(s) was completed within thirty (30) days from the original completion date;
- verified statement of payment of the employee's tuition or adequate receipt of payment;
- certification by the employee that no other funds have been or will be received pertaining to the costs of the enrollment.

Statement and/or receipts must clearly indicate the employee has prepaid these costs.

The Human Resource Department will execute the Deferred Payment Loan Agreement and

Demand Promissory Note with the employee before the funds are disbursed.

Information will be forwarded to Accounts Payable for processing of payment.

**Note 1:** In accordance with IRS requirements, tuition reimbursement payments are excluded as compensation and taxes would not be withheld as long as the Reimbursement covers only approved, limited to job-related courses. To qualify as job-related, the course must maintain or improve the skills required for the job or the course is required as a condition of employment.

**Note 2:** Reimbursement for tuition shall be handled through a separate check in the accounts payable system.

### **ARTICLE XLX - FITNESS CENTER**

50.1 The benefits of engaging in a sound physical activity program on an individual's level of health and sense of well-being are both numerous and well documented. The Employer recognizes the benefits of employing a healthy work force. For this reason, the Employer offers an on-site fitness center to help improve the health, well-being, and productivity of employees and to aid employees in achieving a healthier lifestyle.

50.2 This is an optional program and employees are under no pressure, direction, or instruction from anyone related to the Employer to participate in the activities of the fitness center or use of its facilities and equipment unless the employee chooses to do so.

50.3 Food and beverage, with the exception of water, are not allowed in the fitness center.

Faulty or damaged equipment should be reported immediately to the Director of Physical Therapy.

50.4 The fitness center is open 24 hours a day, 7 days a week. You may see some Maplewood Nursing Home residents in there Monday through Friday in the mid-mornings. The physical therapy goal is to have all residents complete their workout by 11:30 a.m. If you have any questions regarding the Fitness Center, you may talk with the Director of Physical Therapy.

### **ARTICLE LI - DEFINITIONS**

As used in this Agreement the following terms shall have the following meanings•

51.1 Full time employee- an employee who is hired to work at least thirty (30) or more hours per week, not including overtime, that is not a probationary, temporary, seasonal, irregular, on-call or per diem employee.

51.2 Part time employee- an employee who is hired to work less than thirty (30) hours per week that is not a probationary, temporary, seasonal, irregular, on-call or per diem employee.

51.3 When the term "seniority" appears in this agreement, it shall mean priority over or preference because of length of service. In the event of authorized paid or unpaid leave is granted pursuant to this contract, the employee on such leave continues to accrue length of service. In the event of reinstatement from a layoff the employee's length of service would be reinstated to the amount they had as of the date of their lay-off without accrual of any time during the layoff. In all other cases of interruption of service (i.e. resignation, termination etc.), the employee shall lose all accrued seniority.

51.4 There shall be two types of seniority:

- a. County Seniority - The length of time an employee has currently been in continuous employment with Cheshire County as a full or part time employee.
- b. Classification Seniority - The length of time an employee has currently been in continuous employment with the Employer as a full or part time employee in a specified job position in the bargaining unit.

51.5 Employee- All members of the bargaining unit.

51.6 Per Diem Employee – An employee that has no set days and no set absolute hours. Hours worked are based on the Employers needs and are scheduled when needed and/or work on an “on call” basis.

51.7 Temporary/Irregular Employee – An employee that is hired or placed in a position on a temporary basis for a specified period of time. Employees serve day to day at the discretion of the employer or whenever time deemed necessary by management.

51.8 Seasonal Employee – A temporary or short term employee who is hired for a certain time of the year.

**ARTICLE LII - SAVINGS CLAUSE**

52.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

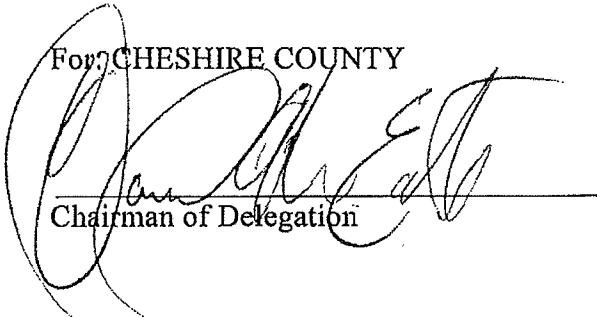
**ARTICLE LIII - DURATION OF AGREEMENT**

53.1 This Agreement shall go into effect when executed by both Parties and shall continue and remain in full force and effect until midnight March 31, 2025. The parties agree to initiate negotiations for a successor agreement as early as 18 months prior to March 31, 2025.

**ARTICLE LIV - SIGNATURES**

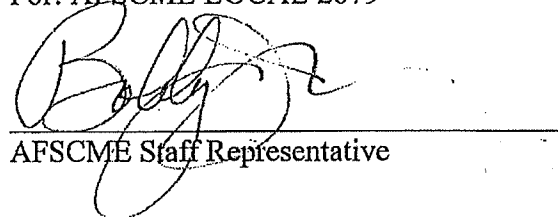
IN WITNESS HERETO the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this 15 day of February 2025.

For: CHESHIRE COUNTY




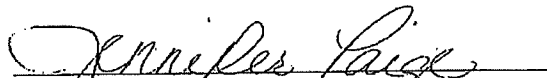
Chairman of Delegation

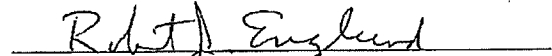
For: AFSCME LOCAL 2679



AFSCME Staff Representative

  
Commissioner


  
Negotiating Committee

  
Commissioner

\_\_\_\_\_  
Negotiating Committee

  
Commissioner

\_\_\_\_\_  
Negotiating Committee

  
County Administrator

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Negotiating Committee



**APPENDIX A - AUTHORIZATION CARD FOR PAYROLL DEDUCTION OF UNION DUES**

## Membership Application

**American Federation of State, County and Municipal Employees**  
**Membership and Authorization for Dues Deduction**

New Member      **PLEASE PRINT LEGIBLY.**       Renewal

**Local Union No.** \_\_\_\_\_ **Employer** \_\_\_\_\_

**Last Name** \_\_\_\_\_ **First Name** \_\_\_\_\_ **M.I.** \_\_\_\_\_

**Street Address** \_\_\_\_\_ **Appt. No.** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**SSN (last four digits)** \_\_\_\_\_ **Employee I.D.#** \_\_\_\_\_ **Job Title** \_\_\_\_\_

**Cell Phone** \_\_\_\_\_ **Personal E-mail Address** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

By providing me your phone number, I understand that AFSCME can in certain instances contact you by text messages and that rates may apply to such texts.

I hereby authorize the American Federation of State, County and Municipal Employees (AFSCME) to deduct from my pay each pay period the amount of my dues and any other charges that may be assessed by the union, and to authorize my employer to report such charges to my employer.

I understand that my dues and any other charges that may be assessed by the union, and to authorize my employer to report such charges to my employer.

This authorization is subject to the applicable collective bargaining agreement or state statute that may apply to me. If the applicable collective bargaining agreement or state statute provides that I am not eligible for membership in the union, this authorization shall be null and void.

I understand that my dues and any other charges that may be assessed by the union, and to authorize my employer to report such charges to my employer.

I understand that my dues and any other charges that may be assessed by the union, and to authorize my employer to report such charges to my employer.

**APPENDIX B - MEMBERSHIP REJECTION STATEMENT**

**American Federation of State, County & Municipal Employees, Council 93, AFL-CIO**

**77 Sundial Ave, Suite 104W • Manchester, NH 03103 • Phone: (603) 606-6723**

**Website: www.afscme93.org**

**Membership Rejection Statement**

I hereby decline membership in AFSCME Council 93, Local 2679 I acknowledge and agree to the following:

1. I have been offered the opportunity to join AFSCME as a dues paying member by signing the attached membership application, but have declined to do so, and as a full dues paying member of the Union in good standing, I would be entitled to full representation at no additional cost to me.
2. If I seek to have the Union represent me in any future proceedings, I shall pay AFSCME the full cost of any representation services that I receive. An initial deposit of one thousand dollars (\$1,000.00) for retainer of services will be submitted along with any supporting documentation to the AFSCME Staff Representative, AFSCME Council 93, 77 Sundial Ave Suite 104W, Manchester, NH 03103. This retainer shall be used to pay for initial steps required for representation, attorney services, support services, their expenses, arbitration, arbitrator's services and/or fees, plus any other expenses the Union may rightfully charge for including but not limited to postage, photocopies, duplication of audio or video files, storage disks, transcriptions, etc.
3. Failure to notify the Union in writing of your desire to be represented by the Union, shall constitute a waiver of Union representation.
4. If the cost of representation, as outlined below in the fee schedule, exceeds the one thousand dollar (\$1,000.00) deposit, I agree to pay the balance owed as billed by AFSCME, prior to proceeding with the investigation or to the next progressive step in the grievance procedure. If the undersigned fails to comply with the payment of any/all fees within fifteen (15) days of being invoiced by the Union, I understand that the grievance shall be withdrawn. The contractual grievance procedure time frames shall not be extended pending payment of said invoice.
5. If the cost of representation, as outlined below, is less than the one thousand dollar (\$1,000.00) retainer, the unused portion shall be returned to the undersigned.
6. Pursuant to the Parties Collective Bargaining Agreement, AFSCME is the only party that can appeal a grievance to arbitration.
7. The Union reserves the right to review any and all grievances filed for arbitration, and all grievances shall be subject to the same internal review process as a full dues paying member of the Union.

Fee Schedule as of July 2017\*:

Attorney	-	\$250.00/hour plus expenses
Staff Representative	-	\$125.00/hour plus expenses
Research Fees	-	\$100.00/hour plus expenses
Support Services	-	\$75.00/hour
Arbitration	-	<u>All</u> costs incurred in arbitration including but not limited to filing fees and expenses

Please print the following information:

Name: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Job Title: \_\_\_\_\_ Employer: \_\_\_\_\_ Work Location: \_\_\_\_\_

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

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

\*This fee schedule is subject to review and change at anytime

APPENDIX C - AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION - PEOPLE COMMITTEE



Authorization Form  
Voluntary Payroll Deduction

155-09

AFSCME Council# \_\_\_\_\_ Local# \_\_\_\_\_

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified in the box provided as a voluntary contribution to be paid to the treasurer of American Federation of State, County & Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65394, Washington, D.C. 20035-5394, to be used for the purpose of making political contributions and expenditures.

Deduction Per Pay Period

\$8  \$6  \$4  Other \_\_\_\_\_

How many pay periods per month? \_\_\_\_\_

For Office Use Only

JACKET RECEIVED

My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Signature \_\_\_\_\_

Date \_\_\_\_\_

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

PLEASE PRINT CLEARLY

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Street: \_\_\_\_\_  
(No PO Boxes)

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

S.S. Number:  
(Last 4 Digits)

Employer: \_\_\_\_\_

Occupation: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPENDIX D - TECHNICAL AND ADMINISTRATIVE**  
**WAGE RANGES BY CLASSIFICATION**

**APPENDIX E - VACATION REQUEST FORM**

**Cheshire County/Maplewood**

**EMPLOYEE'S VACATION/HOLIDAY REQUEST**

TODAY'S DATE: \_\_\_\_\_

All approvals for time off are contingent upon the appropriate accrued leave time being available when the requested time off is taken. Vac. requests for five (5) days or more must be submitted at least two (2) weeks prior to the posting of the next 4-week schedule. Vac. requests for less than five (5) days must be submitted at least three (3) weekdays (M-F) before the 1<sup>st</sup> vac. day requested.

EMPLOYEE NAME (Print): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

POSITION TITLE/SHIFT: \_\_\_\_\_

**PLEASE CIRCLE EACH DATE OF LEAVE YOU ARE REQUESTING. (DO NOT INCLUDE SCHEDULED DAYS OFF.)**

MONTH \_\_\_\_\_

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

MONTH \_\_\_\_\_

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

PAY IN ADVANCE?     YES (3 weeks notice needed)     NO

COMMENT: \_\_\_\_\_

APPROVED / DENIED : DEPT HEAD/SUPERVISOR \_\_\_\_\_ DATE: \_\_\_\_\_

RECORDED: STAFFING COORDINATOR \_\_\_\_\_ DATE: \_\_\_\_\_

White: Scheduling/Dept. Head                      Canary: Employee