AGREEMENT BETWEEN

SULLIVAN COUNTY

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFSCME COUNCIL 93

ON BEHALF OF CERTAIN EMPLOYEES OF THE

SULLIVAN COUNTY HEALTH CARE

EFFECTIVE
JULY 1, 2014 - JUNE 30, 2017

INDEX

ARTICLE		PAGE
I	PARTIES	2
II	RECOGNITION	2
III	MANAGEMENT CLAUSE	4
IV	INTERFERENCE WITH COUNTY OPERATIONS AND LOCKOUTS PROHIBITED	5
V	PROBATIONARY EMPLOYEES	6
VI	NO CALL/NO SHOW	6
VII	WAGES	7
VIII	DIFFERENTIALS	9
IX	HOURS OF WORK AND OVERTIME	9
X	MANDATORY OVERTIME GUIDELINES	11
XI	DISCRETIONARY MERIT BONUS	13
XII	DEFINED BENEFIT VACATION DAYS	14
XIII	SICK DAYS AND EXTENDED SICK LEAVE POOL	18
XIV	EARNED TIME	21
XV	HOLIDAYS	22
XVI	UNAUTHORIZED ABSENCES	23
XVII	INSURANCE	23
XVIII	BEREAVEMENT LEAVE	28
XIX	DISCIPLINARY PROCEDURE	29
XX	GRIEVANCE PROCEDURE	31
XXI	SENIORITY FOR PURPOSE OF LAYOFF	35
XXII	REHIRE AFTER EXTENDED ILLNESS OR INJURY	38
XXIII	PROMOTIONS AND TRANSFERS	39
XXIV	SMOKING POLICY	40
XXV	BULLETIN BOARDS	41
XXVI	SAFETY COMMITTEE	41
XXVII	PAGER COMPENSATION	42
XXVIII	DUES DEDUCTIONS	42
XXIX	EFFECT OF AGREEMENT	44
XXX	SEPARABILITY	44
XXXI	DURATION	44
XXXII	CONTRACT DISTRIBUTION	45
XXXIII	INMATES	45
XXXIV	DEFINITIONS	45
	SIGNATURES	46

ARTICLE I
PARTIES

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

ARTICLE II
RECOGNITION

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

    Registered Charge Nurse
    Licensed Practical Charge Nurse
    Licensed Medication Nursing Assistant
    Licensed Nursing Assistant
    Restorative Therapy Aide
    Transportation Aide
    Ward Secretary
    Secretary II- Nursing Dept.
    Activity Aide
    Senior Maintenance Worker
    Master Electrician
    Laundry Worker
    Housekeeper
    Cook
    Baker
    Food Service Worker

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

Administrator
Business Office Manager
Director of Nursing
Nurse-Nurse Manager
Nurse-Supervisor
Quality Assurance Specialist
Staff Development Coordinator
Administrative Assistant
Staffing Coordinator
Assistant Director of Nursing
Nurse Practitioner
Director of Facilities Management
Assistant Director of Facilities Management
Director of Recreation
Director of Social Services
Social Worker
Food Service Director
Assistant Food Service Director
PM Supervisor
Housekeeping/Laundry Supervisor
Maintenance Foreman
Carpentry Supervisor
MDS Coordinator
Clinical Reimbursement Coordinator
Central Supply Coordinator
Secretary II- Environmental Services
Admissions Coordinator
External Care Coordinator
Dietician[1]
Registered Physical Therapist*
Registered Occupational Therapist*

and all other supervisors, professional and confidential employees, persons in probationary or temporary status, employed seasonally, irregularly, or on call or other employees of Sullivan County. It is specifically agreed by the parties hereto that the

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[1]Indicates Contracted Positions

terms of this Agreement shall apply only to those employees in the job classifications set forth in the first paragraph of this Article.

3. Excluded from recognition or coverage under this Agreement are any and all employees regularly scheduled to work less than 32 hours per week who were hired after June 17, 2008.

ARTICLE III
MANAGEMENT CLAUSE

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

The Union and Management agree that at least once per quarter (or more often if desired or necessary), the parties shall hold a joint labor/management meeting to address matters of concern that are or are not covered by this Agreement. Either party may call for such a meeting with notice of at least five working days, and neither party may unreasonably deny a request to

meet. The parties shall endeavor to exchange agenda and topics of discussion five working days prior to said meeting.

The Labor/Management Committee will consist of the Nursing Home Administrator or designee, Human Resources Director, and up to four members elected or appointed by the Union. Each party shall be entitled to have present not more than four (4) representatives unless additional representatives are permitted by prior agreement.

ARTICLE IV
INTERFERENCE WITH COUNTY OPERATIONS AND LOCKOUTS PROHIBITED

1. The Union, its officers and agents agree that they will not authorize, sanction, participate in or condone a strike, work stoppage, work slowdown, boycott, or any other action interfering with or designated to interfere with any of the work or operations of Sullivan County Health Care or of Sullivan County government during the term of this Agreement, and the Employer agrees that it will not engage in any lockout during the term of this Agreement.
2. Both parties agree that they will immediately disavow any such action set forth in Paragraph 1 above taken by any employee or group of employees and the Union shall take all reasonable means to induce such employee or group of employees to terminate such action forthwith. The Employer retains the right to take any action as may be available pursuant to RSA Chapter 273-A:13 as it now exists or may later be amended during the term of this agreement.

ARTICLE V
PROBATIONARY EMPLOYEES

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

ARTICLE VI
NO CALL/NO SHOW

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

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

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

ARTICLE VII
WAGES

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

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

2. On July 1, 2014, the existing wage range for all job classifications listed above shall be increased by 3%.

3. The wage range for all job classifications shall be adjusted by three percent (3%) on July 1 of each of the two remaining contract years.

4. Base rate of pay is defined as the employee's rate of pay excluding all premiums and differentials (including but not limited to shift differentials, weekend differentials, overtime, pager compensation, travel or any other form of compensation).

a. Effective July 1, 2014 and payable in the first full pay period following ratification of this agreement, bargaining unit employees shall receive a 1.5% wage increase applied to the base rate of pay.

b. Effective December 28, 2014 and payable January 16, 2015, in conjunction with the change of hours worked as outlined in Article IX.2, below, the base rate of pay for bargaining unit employees in Nursing Job Classification Category A shall be increased by the remaining 4% over FY14 base pay, so that the total increase in pay is 5.5% above FY14 base pay.

c. Effective December 28, 2014 and payable January 16, 2015, in conjunction with the change of hours worked as outlined in Article IX.3, below, the base rate of pay for bargaining unit employees in Categories B-D shall be increased by the remaining 1.5% over FY14 base pay, so that the total increase in pay is 3% above FY14 base pay. In addition, the base hourly wage of bargaining unit employees in Categories B-D will be recalculated so that these employees receive the same weekly wages for 37.5 hours that they received for 40 hours of work.

For example, an employee with a base hourly rate in FY14 of $9.69 will receive a 1.5% increase ($0.15) as of July 1, 2014, for a new base hourly rate of $9.84. On December 28, 2014, the same employee will receive the remaining 1.5% above FY14 pay ($0.15), for a new base hourly rate of $9.98 and a new weekly wage of $399.60. The employee's new base hourly rate, for 37.5 hours of work, will be $10.65.

d. Effective July 1, 2015, all bargaining unit employees shall receive a three percent (3%) wage increase applied to the base rate of pay.

e. Effective July 1, 2016, all bargaining employees shall receive a three percent (3%) wage increase applied to the base rate of pay.

5. Compensation for Light Duty positions will be paid at sixty percent (60%) of the employee's regular base rate of pay in accordance with the County's Workers' Compensation program.

ARTICLE VIII
DIFFERENTIALS

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

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

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

ARTICLE IX
HOURS OF WORK AND OVERTIME

1. A Regular Employee is either full-time or part-time. The normal work week for full time employees is defined in paragraphs 2 and 3 below, exclusive of overtime. Full-time employees are expected to work a schedule that includes holidays. Holiday work will be

assigned equitably. Part-time employees have a normal workweek of less than forty (40) hours per week, but do work on a regular scheduled basis. Part-time employees are also expected to work their fair share of holidays.

2. **Nursing Positions:** Effective December 28, 2014, the normal work day for positions listed under Article VII.1.A, Nursing Job Classification Category A shall be 8.5 hours and shall include one paid fifteen (15) minute coffee break and one unpaid half (1/2) hour lunch period scheduled by the employer. Unless otherwise changed by written mutual agreement between Management and the Union, normal nursing shifts will change as follows: 7:00 AM – 3:00 PM (day shifts) will change to 6:45 AM – 3:15 PM; 3:00 PM to 11:00 PM (evening shift) will change to 2:45 PM to 11:15 PM; and 11:00 PM to 7:00 AM (night shift) will change to 10:45 PM to 7:15.

   a. Existing shift start times for nursing shifts scheduled to begin before the normal nursing shift listed above shall be grandfathered for the tenure of employment for the employees currently filling those shifts, and those shifts shall be extended by one-half hour. In the event that the employees who currently fill those shifts separate from employment with Sullivan County, then Management has the right to eliminate, fill, or reassign those shifts.

3. **Non-Nursing Positions:** Effective December 28, 2014, the normal work day for positions listed under Article VII.1.B-D, shall be 8 hours and shall have one paid fifteen (15) minute coffee break and one unpaid half (1/2) hour lunch period scheduled by the employer.

4. Time worked in excess of forty (40) hours for any week shall be compensated at a rate of one and one-half (1-1/2) times the employee's base rate of pay. Employees may not exceed 40 hours of time worked without Supervisor approval.

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

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

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

8. For mandatory in-service programs authorized by the County, employees required to attend will be compensated for time spent at the program only, at base rate of pay for hours less than forty (40) hours per week and time and one-half hours for hours over forty (40) per week.

9. Until the effective date of the new schedule outlined in Paragraph 2 above, all RNs, LPNs, LMNAs and LNAs must report to work 10 minutes prior to the start of their scheduled shift.

ARTICLE X
MANDATORY OVERTIME GUIDELINES

1. Mandatory stay may be required when a nursing shift is not adequately staffed as determined by Nursing Management.

2. When there is a possibility of a mandatory stay, the Union and any employees who may be called upon to stay will be notified as early as possible and the staffing coordinator, nursing supervisor, and/or charge nurse will solicit staff to voluntarily work up to an additional 8 hours. Per diem and regular staff who desire extra time will also be contacted to see if they are available to work. Employees will endeavor to support and encourage one another to work voluntary overtime so as to avoid mandatory stays.

3. If the steps taken in Paragraph 3 above do not result in filling the position voluntarily, then a mandatory stay will be required. To manage the process, a mandatory stay list (the list of employees who have worked at least four hours of mandatory overtime and the date of that overtime) will be maintained by the Staffing Coordinator, posted at the Staffing Coordinator Office, and provided to Nursing Management and the Union President on a weekly basis.

   a. In the event that a mandatory stay is necessary, then Nursing Management or the Staffing Coordinator will draw required staff from the "mandatory stay" list, provided that:

      i. Employees who have worked more than 52 hours in one week shall not be mandated to stay.

ii. Employees who volunteer for mandatory stays will have the date of that stay reflected on the mandatory stay list where such employee has worked 4 hours or more.

iii. In no event shall nursing staff be required -- and shall not be disciplined or lose any right, benefit, or privilege for refusing -- to work more than 12 consecutive hours, provided, however, that staff may volunteer to work longer than 12 hours upon their own desire and choice.

iv. Employees shall not be required to work mandatory overtime more than once per week.

4. Alleged violations of this article may be grieved up to County Manager.

ARTICLE XI
DISCRETIONARY MERIT BONUS

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

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

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

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

D. Within the preceding year have had satisfactory evaluations;

E. Within the preceding year not received any discipline;

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

Employees who achieve a score of 3.5 or higher on the supervisor's version of the current evaluation will automatically be considered for discretionary merit bonus. Employees who believe they qualify for consideration of a discretionary bonus may apply for consideration within 30 days of receiving their annual evaluation. Decisions regarding the awarding of the merit bonus are at the discretion of the Employer and are not subject to the grievance process.

ARTICLE XII
DEFINED BENEFIT VACATION DAYS

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

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

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

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

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

0 thru 4 years of continuous service	8 days vacation per calendar year

5 thru 9 years of continuous service	12 days vacation per calendar year
10 thru 17 years of continuous service	16 days vacation per calendar year
18 plus years of continuous service	20 days vacation per calendar year

4. Part-time employees (less than 32 regularly scheduled hours) hired before June 17, 2008, shall receive vacation day(s) based on their years of continuous service from most recent date of hire as follows:

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

5. In order to promote a fair and equitable allocation of vacation day(s) among employees there shall be two (2) rounds of bidding for vacation day(s) based upon seniority. Seniority for vacation bidding shall be based upon most recent date of hire. The bidding process shall be as follows: The employer shall publish a tentative work schedule for the next calendar year on November 1 of the preceding year.

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

forward the vacation bid request form to the appropriate designated staffing coordinator.

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

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

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

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

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

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

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

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

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

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

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

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

7. It is the intent of both the Employer and the Union that employees use their vacation day(s) during the calendar year that they are eligible. Employees will be able to purchase up to a maximum of one (1) work week of vacation time (i.e. 40, 32, or 16 hours) upon timely completion of the required request form and will be paid out at the same time as the first payroll in December with all necessary required payroll deductions. The request form will be issued with paychecks to all employees with the last paycheck in October via their preferred method of paystub receipt, and will be due back no later than 3:00 PM

on the Monday following the last payday in November. Due dates will also be noted on the given request form and late forms will not be accepted. Any unused/bought vacation day(s) shall be forfeited.

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

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

ARTICLE XIII
SICK DAYS AND EXTENDED SICK LEAVE POOL

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

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

3. Part-time employees (less than 32 regularly scheduled hours) hired before June 17, 2008 shall earn five 5 sick days per year.

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

5. Employees may use sick days as follows:

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

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

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

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

   E. A physician's report certifying the employee's ability to return to work may be required by the Employer any time after the employee's request for use of sick

day(s). The employee shall promptly comply with the Employer's request for said physician's note. The Employer shall request a physician's report under the provisions of this paragraph only if the Employer has a good faith basis to believe that the employee is not fit to return to work.

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

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

(EXTENDED SICK LEAVE POOL)

8. The Extended Sick Leave Pool is intended to provide security, in addition to other insurance benefits, by allowing employees to use Extended Sick Leave Pool hours for extended periods of personal illness. The maximum amount of Extended Sick Leave Pool which an employee can accrue is four hundred (400) hours. Once the maximum number of Extended Sick Leave Pool hours is reached no additional time shall accrue. Extended Sick Leave Pool hours may be used only when the employee qualifies for and

is receiving the benefit of FMLA. Employees not covered and receiving benefit of FMLA shall not have access to Extended Sick Leave Pool time.

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

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

(WEEKEND MAKE-UP)

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

ARTICLE XIV
EARNED TIME

1. No employee shall be entitled to accrue earned time.

2. Any Earned Time in the employees' account is to be used by the employee as follows:

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

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

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

ARTICLE XV
HOLIDAYS

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

   - New Years' Day
   - Martin Luther King, Jr. Day
   - Presidents' Day
   - Memorial Day
   - July Fourth
   - Labor Day
   - Columbus Day
   - Veterans' Day
   - Thanksgiving
   - Christmas Day

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

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

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

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

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

7. Notwithstanding the preceding paragraph, employees working on Thanksgiving, Christmas, or New Years' Day shall receive an extra four (4) hours of pay at their base rate of pay.

ARTICLE XVI
UNAUTHORIZED ABSENCES

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

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

ARTICLE XVII
INSURANCE

A. HEALTH INSURANCE

1. After forty-five days of continuous employment at thirty-two (32) or more hours per week, any employee may receive health insurance plus major medical coverage as a member of the Sullivan County Group Health Insurance Plan which will be effective on the first day of the month after completion of the eligibility for the benefit.

2. Effective July 1, 2014 the Sullivan County Group Health Insurance Plan is intended to be Healthtrust (Anthem/Matthew Thornton) MTBSOS25/50IPDED or a substantially comparative plan as noted under Employer's Option.

3. Effective July 1, 2014 the employee may, if qualifying, elect either a single person plan, a two (2) person plan, or a family plan. The Employer shall pay seventy-five percent (75%) of the cost of the premium for the plan elected by the employee and the employee shall pay twenty-five (25%) of the cost of the plan elected by the employee.

4. The Employer shall contribute to the deductible of the Health Insurance Plan as follows: the Employer shall pay the employee's share of the deductible above $500 for each individual, $1000 per couple (or two-person plan) and $1500 per family. Employer shall fund a Health Reimbursement Account (HRA) sufficiently to cover the employee's deductible, which HRA shall be managed by a third-party administrator (TPA) hired by the Employer.

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

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

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

B. DENTAL INSURANCE

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

Coverage A	100%
Coverage B	80%

2. There will be a twenty-five dollar ($25.00) deductible per person, or seventy-five dollar ($75.00) deductible per family, for coverage B with a maximum total payment of seven hundred fifty dollars ($750.00) per person per contract year for all coverages.

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

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

C. LIFE INSURANCE

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

D. EMPLOYER'S OPTION

It is specifically agreed that the Employer may, in its sole discretion, with reasonable advance notice to the Union, obtain insurance (health, life, dental, etc.) from any provider so long as benefits are substantively comparable with the schedule of benefits being provided and, further, that any changes do not increase the insurances costs above the premium rates in effect at the time the change is made.

E. AFFORDABLE CARE ACT

It is the express intent of both the County and the Union that health care insurance provided pursuant to this Agreement shall at all times comply with the Affordable Care Act (ACA) and any other state, federal or local insurance and/or health care law, without the County being subject to any fees, fines, taxes or penalties (including but not limited to the employer

shared responsibility payment and the excise tax on high cost employer-sponsored health insurance coverage).

Accordingly, on an annual basis, the County will analyze the cost of health insurance for the coming fiscal year, and if it appears that healthcare premiums will exceed the limits under the law or imposition of any fees, fines, taxes or penalties as outlined above, the County shall notify the Union of said circumstance. Upon said circumstance, the parties agree to reopen the contract upon 30 days' written notice for the purposes of negotiating alternative health insurance with the intent of avoiding the payment of such fees, fines, taxes or penalties. Upon the beginning of negotiations, the parties shall identify at least four mutually agreeable arbitrators who would be acceptable in the event that the parties fail to reach agreement.

In the event that the parties have not reached agreement by January 15 following the notice of reopener, then the parties agree to place the issue before interest arbitration, provided that:

1. The arbitration shall be final and binding and a decision reached by April 30 following the notice of reopener;
2. The arbitrator's express duty is limited to awarding health insurance within the limits of and the costs of which are not subject to the fees, fines, taxes or penalties provided under the ACA;
3. The arbitrator shall select a plan that achieves the above result while differing the least from the most recent negotiated health insurance plan;
4. The arbitrator shall not increase either the employer or employee share of health insurance premiums;

5. That any award from the arbitrator shall be effective as of the July 1 renewal date with no retroactive reimbursement to either the County or Employees;
6. Any appeal of the arbitrator's decision shall be subject to NH RSA 542.

F. PAYROLL DEDUCTION

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

ARTICLE XVIII
BEREAVEMENT LEAVE

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

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

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

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

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

ARTICLE XIX
DISCIPLINARY PROCEDURE

1. Normally, disciplinary action may be handled in the following manner: (a) verbal warning, (b) written warning, (c) suspension, and (d) termination; provided however the Employer may utilize any such procedure or take any such action that, in its opinion, it deems appropriate for the particular situation.
2. The Union Chapter President shall receive a copy of any letter of suspension or termination of an employee of the bargaining unit.
3. The Employer and the Union and its employees will not tolerate resident abuse/neglect/exploitation. Any instance of physical, verbal, mental or medical abuse/neglect/exploitation of any resident shall be considered grounds for immediate termination.
4. The Employer and the Union agree that not all prior discipline should be considered in subsequent disciplinary procedures. The Employer and the Union further agree that the personnel file of an employee should be complete and that no documentation of discipline should ever be removed from an employee file. The Employer and the Union therefore agree:

    A. In the event that an employee receives a written or verbal warning that such discipline shall not be used in future disciplinary actions after three years from the

date the said discipline is final (end of grievance process), provided that there are not other written reprimands, suspensions or other disciplinary action during the three (3) year period. If subsequent discipline is initiated before completion of the three (3) year period the prior discipline shall be considered in the subsequent pending disciplinary action even if the grievance process continues beyond the three (3) year period. Discipline action which commences during the three (3) year period and results in discipline shall be treated as if the discipline had taken place within the three (3) years period.

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

Sustained discipline, both prior to this agreement and after this agreement, involving resident abuse/neglect/exploitation shall always be considered in future disciplinary matters. Any disciplinary action based upon the conduct of an employee which is alleged to constitute resident abuse and/or neglect and/or exploitation shall specifically give

notice to the employee that the allegation is one of resident abuse and/or neglect and/or exploitation.

Prior discipline, except as otherwise provided herein, shall be considered in the disciplinary/grievance process and given appropriate weight taking into account all relevant factors including but not limited to the age of the discipline, the number of prior discipline, the nature of the discipline, and the seriousness of the discipline.

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

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

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

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

ARTICLE XX
GRIEVANCE PROCEDURE

1. For purpose of this contract, a grievance means alleged violation, misinterpretation, or misapplication of any provision of this Agreement with respect to one or more employees in the bargaining unit. Grievances are limited to matters of interpretation or application of the specific provisions of this agreement and must identify the specific article and

section of the agreement allegedly been violated. Grievances must specifically set forth the factual details of the grievance, the identity of the aggrieved member or members of the bargaining unit, the specific date of the alleged violation, all witnesses known to the grievant, and the relief requested. A grievance must be filed, in writing and signed by the aggrieved employee and the Union, as specified herein within 10 working days from the date of the event which first gives rise to the alleged grievance.

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

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

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

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

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

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

A. STEP 1:

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

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

B. STEP 2

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

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

C. STEP 3 (applies only to grievances where the discipline being grieved is a termination)

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

   a) The nature and facts pertaining to the grievance;
   b) The nature of injury, loss, or inconvenience;
   c) The alleged violation of the agreement;
   d) The remedy desired;

2. The County Commissioners will hold an informal hearing within 30 days and reply in writing to the Union within thirty (30) days following the hearing.

3. The County Commissioners' hearing on the grievance shall to the extent practical accommodate the scheduling concerns of the Employer and the Union.

D. ARBITRATION AND RELATED PROCEDURES

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

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

3. The arbitrator shall not have the power to add to, ignore or modify any of the terms and conditions of this agreement, nor shall the arbitrator have the power to hold hearings for more than one grievance unless mutually agreed to by both parties. The decision of the arbitrator shall not go beyond what is necessary for the interpretation and application of

the express provisions of the agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of the rights granted or retained by the Agreement. The fees and expenses for the arbitrator shall be paid by the losing party who shall be clearly identified by the arbitrator.

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

E. OTHER PROVISIONS

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

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

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

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

ARTICLE XXI
SENIORITY FOR PURPOSE OF LAYOFF

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

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

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

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

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

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

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

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

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

   A. Discharge
   B. Voluntary quit, resignation or retirement
   C. Failure to respond to a notice of recall as specified in Section 4 of this Article
   D. Remaining on layoff for more than twelve (12) months
   E. Unauthorized leave of absence
   F. Giving false reason for leave of absence

ARTICLE XXII
REHIRE AFTER EXTENDED ILLNESS OR INJURY

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

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

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

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

C. The Employer is advertising for a similar position.

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

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

ARTICLE XXIII
PROMOTIONS AND TRANSFERS

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

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

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

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

ARTICLE XXXIV
SMOKING POLICY

In accordance with the guidelines of Title XII/ 155:66, all smoking or use of tobacco products, including e-cigarettes, is prohibited in all buildings, facilities, vehicles and on the grounds of Sullivan County at all times. The grounds of the County are to include any roads or pathways that may bisect the property or lands used for other County purposes.

It is the responsibility of all employees of the County to observe the provisions of these guidelines and inform guests and visitors of these restrictions. It is further required that all supervisors, elected officials, administrators and department heads ensure compliance with the established guidelines within the scope of authority and areas of responsibility.

Complaints about non-compliance with this policy and the quality of ambient and indoor air shall be made in writing to the Director of Human Resources. Complaints may be anonymous, but must include specific information such as location, description of the problem, and names of persons involved if known. All reasonable efforts will be made to protect the environmental quality of the work place.

Tobacco in all forms is considered contraband by the Department of Corrections and should be treated as such.

Violations of this policy are subject to disciplinary action up to and including termination.

All employees covered under this agreement at the date of signing will be entitled to a $250 payout; grandfathered individuals (i.e. employees referenced on page 14 of the Arbitrator's decision dated August 10, 2007: "employees at the Nursing Home represented by the Union who was [sic] hired prior to January 1, 2006") who are designated smokers will be entitled to $500. The list of grandfathered individuals eligible for this payment will be provided prior to the signing of the agreement.

ARTICLE XXV
BULLETIN BOARDS

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

ARTICLE XXVI
SAFETY COMMITTEE

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

safety, health, economy and efficiency of service to Sullivan County Health Care and the Public. The Union and the Employer's employees agree to exercise proper care and to be responsible for all Employers' property issued or entrusted to them.

ARTICLE XXVII
PAGER COMPENSATION

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

ARTICLE XXVIII
DUES DEDUCTION

1. The employer agrees to deduct for Local 3438 of the American Federation of State, County and Municipal Employees, Council 93, from the wages of the bargaining unit employees if such employees individually and voluntarily authorize such deductions in writing to the Employer. Deductions shall be made bi-weekly and sent monthly to the Treasurer of Local 3438. The Union will keep the employer informed of the correct name and address of said Treasurer and will certify to the Employer in writing the current rate of dues.
2. If an employee who had voluntarily authorized the deduction of dues has no check coming, or, if that employee's check is not large enough to satisfy the dues, then no deduction shall be made. If an employee who has voluntarily authorized the deduction of dues is no longer actively employed, any dues deductions that may be required will cease as of the last day of work. In no case will the Employer collect, or attempt to collect, fines and/or assessments for the Union beyond regular dues.

3. Any employee who wishes to have the Employer discontinue his/her Union membership may do so provided such employee notifies the Employer of the employee's desire to discontinue his/her membership within the thirty (30) day period.

4. The Union agrees to post notices on all bulletin boards immediately preceding the withdrawal period referred to in the preceding paragraph advising all bargaining unit employees that they may discontinue their Union membership by notifying the Employer during said thirty (30) day period. If the Union fails or neglects to post such notices, then, notwithstanding the provisions of the preceding paragraph, the discontinuance of Union membership may be made during the thirty (30) day withdrawal periods.

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

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

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

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

ARTICLE XXIX
EFFECT OF AGREEMENT

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

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

ARTICLE XXX
SEPARABILITY

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

ARTICLE XXXI
DURATION

The provisions of this Agreement will be effective July 1, 2014 and shall continue and remain in full force and effect through June 30, 2017, in accordance with RSA Chapter 273-A.

ARTICLE XXXII
CONTRACT DISTRIBUTION

1. The County will agree to provide within 30 (thirty) days of the signing of this agreement one copy of this agreement to each bargaining unit member.
2. Each bargaining unit member upon receipt of the copy of this agreement shall sign a form acknowledging such receipt of the said copy, which will be made part of their personnel file.
3. The County also agrees to distribute each new bargaining unit member one copy of this agreement. Each bargaining unit member upon receipt of said copy shall sign a form acknowledging such receipt of the copy, which will be made part of their personnel file.

ARTICLE XXXIII
INMATES

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

ARTICLE XXXIV
DEFINITIONS

1. **Commissioners:** Chief executive officers of County government, whose duties and responsibilities are defined by RSA 28.
2. **County Manager**: An agent of the Commissioners responsible for the physical and administrative management and/or supervision of County functions under the direction and control of the Commissioners.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives this 17th day of November, 2014.

SULLIVAN COUNTY COMMISSIONERS

Jeffrey Barrette, Chair

Bennie Nelson, Vice Chair

Ethel Jarvis, Clerk

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

By: _____

Its: _____

President, Local 3438

AFSCME Council Representative

Date County Delegation Approved: 11/24/14