

COLLECTIVE BARGAINING CONTRACT

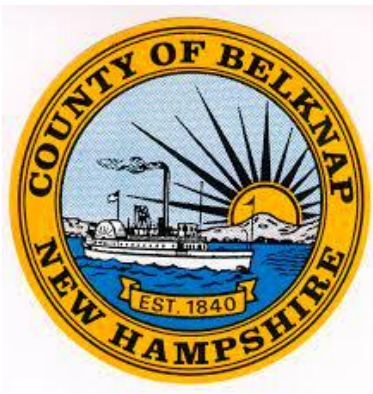
BELKNAP COUNTY NURSING HOME

AND

STATE EMPLOYEES 'ASSOCIATION OF NEW HAMPSHIRE, INC.

LOCAL 1984

SERVICE EMPLOYEES INTERNATIONAL UNION



FOR THE PERIOD JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

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Article 1

Recognition

- 1.1

Belknap County recognizes the Association as the exclusive bargaining representative within the context of RSA 273-A, as amended, for all full-time regular employees in the positions of:

Licensed Practical Nurse, Licensed Nurses Assistant, Medication Licensed Nurse Assistants, Activities Aide, Restorative Aide, Head Cook, Cook I, Cook II, Dietary Aide, Pot-washer, Kitchen Janitor, Dishwasher, Maintenance Supervisor, Maintenance Assistant, Housekeeping Supervisor, Housekeeper, Laundry Supervisor, Laundry Aide, Janitor and Hairdresser.

Additionally, it is agreed that all other employees of Belknap County are specifically excluded. It is agreed by the parties that initial employment will be for a probationary period of twelve (12) months from the date of hire. During this time, Management will evaluate the Employee and have the right to terminate without advance notice. In such instances, the provisions of Article 13 will not apply.

- 1.2

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

- 1.3

As used in this agreement, Association means the State organization of the State Employees Association of New Hampshire, Inc. and the County shall not bargain or enter into agreements with any committee chapter or district organization of the Association in matters covered by this agreement unless such persons or bodies are specifically designated by the Association as authorized representatives for such purposes.

Article 2

Non-Discrimination

- 2.1

The County and the Association agree not to discriminate against any employee covered by this agreement in conditions of employment in order to discourage or encourage membership in or legitimate activity on behalf of the members of this bargaining unit.

- 2.2

The Association acknowledges its responsibilities as the exclusive bargaining agent within the meaning of RSA 273-A, as amended, and shall represent all employees in the bargaining unit without discrimination, interference or coercion.

- 2.3

The provisions of this agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, pregnancy, race, color, creed, national origin, citizenship, political affiliation, religion, or disability or any other legally protected category. All such claims under this section shall be initiated through the grievance procedure herein before taking action with state or federal agencies. This requirement shall not, however, restrict the filing of claims of complaints so as to prevent the expiration of time limits or appeal rights set forth by statute or regulation.

Article 3

Employee Rights

- 3.1

The County recognizes that employees within the bargaining unit are entitled to the exercise of their rights granted pursuant to RSA 273-A, as amended, and regulations adopted pursuant thereto.

- 3.2

The Association shall provide copies of this agreement to all employees within the bargaining unit as of the effective date of this agreement. The County shall provide access through the County's Employee Portal to copies of this agreement to all full time employees hired after the effective date of this agreement.

Article 4

Management Rights

- 4.1

The management and the conduct of the business of the County and the direction of the working force are the rights of the County. The County shall have the right, to hire and lay off employees; to classify, assign, transfer and promote; to discipline or discharge them for cause; and in

general, to maintain discipline, order and efficiency in the County. The County reserves the right to publish and enforce reasonable rules and regulations from time to time as it may deem necessary and proper for the conduct of the business of the County and to direct the work force as the County Commissioners and/or their designated agents may in their sole discretion deem reasonable and necessary provided the same are not inconsistent with the terms of this agreement. This right includes assigning LNAs who primarily work in Activities to work on the floor.

- 4.2

It is agreed that these enumerations of management rights shall not exclude other proper management rights not specifically enumerated herein. The County shall retain all rights and authority exercised prior to the execution of this Agreement, except as modified in this Agreement. The County not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed to be waiving its right to exercise such function or preclude the County from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Article 5

Association Rights

- 5.1

Chapter 56, Belknap County Nursing Home, or committees of the Chapter shall be allowed the use of adequate space for meetings when such facilities are available and when such meetings would not conflict with the business of the County subject to the following:

- 5.1.1

A request for the use of the meeting rooms at the Belknap County Complex shall be made, following the appropriate County process, no less than 24 hours in advance of the proposed meeting. The County agrees to keep the Union informed of any changes in the process associated with requesting the use of conference room space.

- 5.2

Employees of the Association shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment.

- 5.3

The Association shall have reasonable access to existing bulletin boards for posting notices relating to Association organizational and administrative activities. The Association shall not

post notices of a derogatory, libelous, or profane nature and shall be limited to actual Association activity. The Association shall not post Association notices at any other locations other than the bulletin boards approved for Association use.

- 5.4

The County shall within thirty (30) days after the effective date of this agreement make available to the Association an alphabetical listing of the names and addresses of the employees in the bargaining unit. Upon the request of the Association the County shall update said list not more than once every six (6) months.

- 5.5

The Union shall be allowed the use of one (1) payroll deduction for any group program(s) in addition to a dues deduction.

- 5.6

The association shall have the right to provide new employees within the bargaining unit a flyer during orientation. The SEA shall publish the flyer, and then the county shall distribute the flyer during orientation. If the association decides to change the flyer, the association shall provide the county with the new flyer.

Article 6

Dues Check off and Fair Share

- 6.1

The County shall deduct the amount of Association dues certified by an authorized officer of the Association from the pay of each member of the Association who authorizes such deduction.

- 6.2

In the event the Association members elect to change the Association dues, the Association shall notify the County of such change. The County will implement the certified change in dues deduction within five pay periods of the receipt of notice of such change.

- 6.3

Each bargaining unit employee shall be permitted to terminate their membership at any time. New employees during the term of this agreement shall not be required to join the Association but may join if they so elect. An individual who is not a member of the Association who requests services of the Association in grievance representation shall be charged the full fair cost to the Association of such non-member representation. Fee schedules will be adopted annually and posted by the Association.

- 6.5

The association agrees to indemnify and to hold the County harmless from any claim against it arising from any dispute involving such dues deduction.

Article 7

Overtime and Basic Work Week

- 7.1

Overtime is authorized hours worked in excess of forty (40) hours in a workweek. All hours worked up to forty (40) hours shall be at the employees' regular rate. All hours worked after forty (40) hours shall be at time and one-half the employees regular rate consistent with the provisions of Article 7.5.

- 7.2

No employee shall be relieved of duty during the regular shift hours in the employee's basic work week in order to compensate or offset overtime hours worked unless:

- 7.2.1

The employee agrees to being relieved of duty or...

- 7.2.2

It is in the interest of the employee, the County or the general public to relieve the employee of duty because of health, safety, or availability of funding.

- 7.3

The County shall give as much notice as is practical when overtime will be worked.

- 7.3.1

To the extent possible, overtime shall be distributed equally among qualified employees customarily performing the kind of work required, but preference given to those employees currently assigned to the work section in which the overtime is to be worked.

- 7.3.2

Subject to the provisions of 7.3.1 above, all overtime assignments shall be on a voluntary basis unless the number of volunteers is not sufficient to carry out the transaction of business, the County shall exercise its discretion to make work and shift assignments. Employees mandated to continue working when their scheduled shift ends shall receive fifty dollars per shift in addition to any premium pay resulting from the terms of article 7.1 above.

- 7.4

Any employee called back to work after leaving the work premises shall be guaranteed a minimum of two (2) hours of pay at the rate of time and one-half the employee's regular hourly rate unless the callback is contiguous to the beginning of the employees work shift or previously scheduled in advance.

- 7.5

In addition to time actually worked, all time paid for vacation, and funeral leave but not actually worked shall also be considered to be time worked for the purposes of computing overtime.

- 7.6

The basic work week for unit employees will be forty (40) hours per week.

- 7.7

The current schedules for unit personnel shall remain in effect during the term of this agreement and can be changed with a two week notice given to employees.

- 7.8

Employees are allowed paid rest periods of fifteen (15) minutes in every four (4) hours working time; during such rest period the employee shall remain on duty and be available in the event of an emergency. Such rest periods shall be taken when practical in the middle of such working time subject however to the scheduling needs as established by the County.

- 7.9

Only the employee may punch the employee's time card (or other time entry system). An employee who fails to punch in or out shall complete and sign a separate log showing the specific time they arrived or departed. Failure to punch in or out may subject an employee to disciplinary action. Employees are responsible for submitting accurate time records by 8:30 every Monday morning.

- 7.10

Unit members who work in the Nursing Division (LNAs, MLNAs and LPNs) are required to work every other weekend.

Article 8

Holidays

- 8.1

The following and any other days designated by the County Commissioners are the official holidays for the term of this agreement:

New Years Day	Columbus Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas

- 8.1.1

On January 1 existing employees shall accrue two (2) floating holidays in lieu of MLK/Civil Rights Day and Juneteenth. Requests for and the granting of, this floating holiday shall conform to Section 9.1 (Vacation Leave). Floating Holidays not used during the calendar year shall lapse on December 31.

- 8.2

Holiday pay shall be paid to all employees as follows:

If an employee does not work more than 50% of his/her last scheduled shift before a holiday, on a holiday, or after the holiday, the employee will not be eligible for holiday pay unless the employee has given at least 5 work days advanced notice.

- 8.2.1

Holiday pay will be paid at the employee's regular rate (base) for one (1) day's pay.

- 8.2.2

An employee who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday shall be paid an additional 8 hours of pay at the employee's base rate.

- 8.2.3

When an employee is scheduled to work on a holiday the employee shall receive holiday pay and in addition, shall be paid at the rate of straight time for hours actually worked on the holiday. In addition to holiday pay, an employee who works on New Year's Day, Christmas Day, Independence Day, and Thanksgiving Day shall receive time and one-half for all hours worked.

- 8.3

When the holiday falls while an employee is on approved paid leave, the employee shall receive holiday pay for that day and not any other form of paid leave.

- 8.4

For all employees who work a Monday through Friday schedule, holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.

- 8.5

For employees who work other than a Monday through Friday schedule the calendar holiday will be observed as the holiday.

- 8.6

When a shift bridges two (2) calendar days, one of which is a holiday, the shift that begins on the calendar holiday will be recognized as the holiday shift.

Article 9 **Leave Administration**

- 9.1

Vacation Leave:

- 9.1.1

Unit employees regularly scheduled to work forty (40) hours per week, shall be entitled to vacation leave with pay according to the following schedule:

Years of Service	Accrued	Per year	Maximum
0 - 5	2.31 hrs/week	120 hrs	240 hrs
5 - 10	2.69 hrs/week	140	240 hrs
10 - 15	3.06 hrs/week	160	320 hrs
15 - 20	3.46 hrs/week	180	320 hrs
20 Plus +	3.85 hrs/week	200	320 hrs

•

- 9.1.2

Every full-time employee with sufficient accrued time shall be afforded the opportunity to receive two (2) consecutive weeks of uninterrupted leave. The County may ask an employee to work during their vacation, subject to the provision of Article 7. The decision to accept or refuse such offer shall remain solely with the employee and the decision shall be accepted by the County without prejudice. Leave may be taken in one (1) hour increments. Nothing in this section shall prevent the County from ordering an employee to return to work in the event of a clear and demonstrable emergency, subject to the provision in Article 7.

- 9.1.3

Vacation leave of up to two (2) weeks subject to the needs of the County shall be scheduled on the basis of department seniority. To have seniority as a determining factor in the scheduling of vacation leave, the employee must notify the supervisor in writing prior to April 1 of the employee's request. After April 1, leave shall be assigned on a first come basis subject to the needs of the County as determined by the County.

- 9.1.4

After six (6) months of employment employees shall be paid for any unused accumulated vacation leave upon separation of employment or when no longer eligible for accrued leave. However, employees who do not provide a minimum of a 2 week notice upon resignation or those terminated for disciplinary reasons will not be paid any unused accumulated vacation leave. In the event of the death of an employee said sum shall be paid to the employee's estate.

- 9.1.5

Vacation leave accrual begins at the end of the first full pay-period of employment.

- 9.1.6

The employer agrees to provide a written response to properly submitted requests for vacation Leave within ten (10) working days of the submission date. When considering vacation requests, the employer will not require the employee to arrange for shift coverage including on weekends so long as an employee gives at least a four (4) week notice.

- 9.1.7

If they so choose to, employees who are maxed out on vacation time shall have the opportunity to cash out one week of vacation time per year.

- 9.2

Sick Leave

- 9.2.1

Every unit employee shall be entitled to sick leave with pay according to the formula below and computed at the end of each pay period.

- 9.2.2

Sick leave will be paid at the employee's base rate of pay.

- 9.2.3

Sick leave shall be utilized for absences due to illness, injury, exposure to contagious disease, or quarantine. An employee may utilize sick leave for the purpose of providing care to an ill or injured family member who is incapable of self-care or to accompany such person(s) to healthcare provider visits. To receive paid sick leave, an employee who is unable to report to work is required to call in each day at least two (2) hours before the beginning of the shift unless the employee is on approved sick leave. In cases of emergency, it is agreed the two (2) hour notice period may be waived with the approval of the Nursing Home Administrator.

Call outs for scheduled weekend shifts are not eligible for sick leave with pay. If an employee does not work a scheduled weekend shift they will not be allowed to use paid sick leave for that shift. Exceptions may be made if and when proof of medical treatment within 24 hours surrounding the shift, or a police accident report is provided.

If an employee fails to notify his/her supervisor of sickness or is a no show for three (3) consecutive days when he/she is scheduled to work, the employee will be deemed to have quit and will be terminated immediately.

- 9.2.4

Sick leave accrual begins at the end of the first full pay period of employment. Sick leave may be used as earned.

- 9.2.5

The County may require an employee who takes more than three (3) consecutive days of sick leave to provide a certificate from a licensed healthcare provider stating that the employee was too sick to come to work and that the employee is well enough to return to work. If the County documents an abuse of sick leave, in addition to other permissible disciplinary action, the County may require the employee to obtain a medical certificate from a licensed healthcare provider stating why he/she was unable to work in the future whenever sick leave is used. The employee shall not be paid for sick leave if the employee fails to comply.

- 9.2.6

Whenever a former employee is laid off and reinstated within one (1) year, the previously accumulated and unused balance of sick leave allowance not paid shall be returned to the employee's credit.

- 9.2.7

Accrued sick leave is not paid out upon separation of employment. However, employees who retire pursuant to RSA 100-A shall be paid at their base rate of pay in accordance with the following schedule:

Years of Service	% of Sick Accrual Balance
0 - 9	30%
10 - 14	40%
15 - 24	50%
25 - 34	60%
35 Plus +	70%

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In order to be eligible for more than 30%, advance notice of pending retirement must be provided to Human Resources prior to November 1 of the prior year (to allow for budgeting).

• 9.3

Information concerning an employee's accumulated and used leave (sick leave and vacation leave) time shall be included on each pay stub. Deductions for used leave shall appear on each pay stub, accrued time shall be added weekly.

• 9.4

Funeral Leave

• 9.4.1

Leave at full pay not to exceed three (3) days between the date of death and the date of the funeral or memorial service, inclusive shall be granted all regular full and part time employees in the event of death of their:

Stepchildren	Niece	Stepparents
Father-In-Law	Nephew	Aunt
Grandchild	Cousin	Mother-In-Law
Grandmother	Son-InLaw	Sister-In-Law
Grandfather	Daughter-In-law	Brother-InLaw
Uncle	Guardian	

or a relative domiciled in the employee's household.

Five (5) days of leave with pay shall be granted in the event of the death of an immediate family member. For purposes of administering this section, immediate family shall be limited to spouse, domestic partner, father, mother, sister, brother, son, or daughter. For purposes of this article only, domestic partners shall be defined as two individuals who are in a long-term committed relationship and are responsible for each other's financial and emotional well-being. Employees, by requesting bereavement leave under this article, certify they are currently involved in such a relationship as defined herein.

- 9.5

Family and Medical Leaves of Absence - The parties agree that the conditions and administration of FMLA will be in accordance with County Policy.

- 9.6

Leave of Absence Without Pay

- 9.6.1

A regular employee upon proper application in writing to and upon approval by the County may be granted a continuous leave of absence without pay for a period not to exceed two (2) months. Leave of absence without pay will not be granted until the employee's accumulated vacation leave has been exhausted. Extensions of leave for additional periods may be granted at the sole discretion of the County but other than in exceptional cases, the total period shall not exceed one (1) year. No vacation leave, sick leave or other benefits will be accumulated during any leave of absences without pay. If the employee desires to keep health insurance or any other insurance benefits in force during the leave without pay, the employee must prepay said benefits.

- 9.7

The County Commissioners may, authorize salary payments in whole or part to employees whose leaves have been approved in order to permit them to attend school, visit other governmental agencies, or in any other approved manner to devote themselves to improvements of the knowledge or skills required in the performance of their work. Requests under this section must be made to the Department Head in writing. Vacation leave and sick leave will continue to be accumulated during a leave of absence with pay. The decisions of the County Commissioners are final and not subject to the grievance procedure.

- 9.8

Jury Duty

An employee shall be given time off without loss of pay or vacation leave when performing jury duty. Employees recognize their obligation to return to work when released from Jury Duty for the day. Any compensation paid to the employee by said court shall be surrendered to the County.

- 9.9

Witness Fee

It shall be considered time worked when an employee is subpoenaed to appear before a court, public body, or commission on behalf of the County or when appearing as a witness for the County. Employees performing said services on behalf of the County should be paid for hours worked with a minimum of two (2) hours at straight time. Any compensation paid to the employee by said court, public body, or commission shall be surrendered to the County.

Article 10

Safety and Health

- 10.1

It is agreed by the parties that safe working conditions and the performance of assigned tasks by employees in a safe manner are in the best interests of the parties.

- 10.2

Either party to this agreement may request a meeting with the other party to discuss and review conditions which the requesting party feels are detrimental to health or safety. Upon such a request the other party will cooperate in scheduling a meeting to review the complaint and to discuss possible corrective steps should in fact a problem exist. In the event the parties agree that a health or safety problem exists, they may submit recommendations to the County

Commissioners.

- 10.3

The County agrees to maintain first-aid supplies which shall be located in secure but readily accessible areas. All on the job injuries regardless of seriousness shall be reported to the supervisor.

- 10.4

Smoke Free Environment

Smoking and tobacco use on the property shall be governed by the Belknap County Personnel Policy Manual as revised.

Article 11

Benefits

- 11.1

All full-time employees shall be provided with Health and Hospitalization insurance. Effective with the first pay period of January, 2024 employees shall contribute 10% of the premium. The designated insurance plan to be provided in accordance with this provision shall be Anthem Blue SOS 20/40 1KDED; RX 10/20/45 plan or a plan with a similar benefit level. The parties agree that an agreement of similarity shall not be unreasonably withheld. In addition, the parties agree that in a situation where consent to change is withheld and a legal action is brought as a result, that irreparable harm will occur unless the matter is made subject to summary disposition.

Employees may also choose the HealthTrust ABSOS25/50/3KDED plan. If this plan is chosen, the County will reimburse employees 75% of the cost savings over 48 weeks per year.

\$500 Health Reimbursement Account shall be included with the Health and Hospitalization insurance plan for each member of the bargaining unit. The \$500 will apply after the employee pays the initial \$500. The HRA will reimburse for all deductible expenses.

The County will pay 90% of a single person Dental plan for each unit member.

- 11.1.1

All unit employees who choose not to participate in the County health insurance benefits afforded under this agreement pursuant to Section 11.1 shall receive a payment in the amount of \$2000 for the single plan, \$4500 for the two-person plan or \$6000 for the family plan, provided that at least nine covered employees opt out. The lesser rates of \$500, \$1,000, and \$1,500 will apply until/unless the minimum number of nine opt offs is maintained. The employee shall be required to submit proof that they are covered under another health insurance plan and the date. Such payments shall be prorated on a weekly basis. The number of unit members opting out will be re-calculated on the first of each year for the ensuing year.

- 11.1.2

If an employee chooses to waive participation in the County health insurance plan and subsequently loses health insurance coverage through the alternative plan, the employee will become eligible for the County health insurance on the first of the month following the loss of coverage. Employees must enroll in the county health insurance plan prior to the first of the month.

- 11.1.3

In recognition of the need for affirmative efforts to control health insurance premium cost increases, the County shall provide educational information, materials, and/or programs designed to educate employees as to the purpose and proper use of health insurance plans, health care facilities and providers, and their alternatives. The Union agrees to actively encourage review of information and participation in any programs offered hereunder.

- 11.2

The Parties recognize the responsibility of the County to indemnify its employees from claims against them arising from the performance of their duties. The Parties further agree that the County shall act pursuant to RSA 31:105, 106, and 107 to fulfill such responsibility.

- 11.3

Employees may request reimbursement from the County for loss of or damage to any personal property as a result of their official duties. The request shall be made to the Commissioners. Upon review of the request the Commissioners may grant or deny reimbursement based upon their determination as to the justification for reimbursement. The decision and award of the Commissioners shall be final and shall not be reviewable nor subject to the grievance procedure of this agreement.

- 11.4

Any employee who utilizes the employee's private vehicle for business purposes at the request of the employee's supervisor, shall be reimbursed at the IRS rate established as of the first of the year for all miles actually driven. If the IRS reimbursement rate is increased or decreased during the Calendar year the revised rate will only be paid upon approval of the Belknap County Commissioners.

- 11.5

In the event unit employees are required to contribute to the employee's health insurance per Section 11.1, prior to said contribution the County shall have established a Section 125 plan whereas the Employee contributions shall be paid with pre-tax dollars and administered with said plan. Said plan shall be administered at no cost to bargaining unit employees. The county, or designee, shall present an initial and continued educational programs for current and new bargaining unit employees, during business hours, to inform all bargaining unit employees of this Section 125 plan, its existence and available options.

Article 12

Miscellaneous

- 12.1

An employee has the right to inspect the employee's personnel file upon verbal request.

- 12.2

Performance evaluations when made will be part of each employee's personnel file. An employee has the right to inspect the employee's personnel file upon verbal request.

- 12.3

Continuing education and training within the employees job classification mandated by state or federal law shall be provided. Additional training deemed reasonable and necessary by the County shall also be provided. In the event that an employee voluntarily resigns the employee's position within one (1) year of receiving training at County expense, such employee shall reimburse the County within one (1) year from the date of resignation for all such costs which are in excess of \$650.00 per training program, in accordance with the Reimbursement Agreement signed by the employee prior to receiving training.

- The following costs shall be considered as reimbursable...

- Tuition

- Registration Fees

- Books and materials, if retained by the employee

- Travel, lodging and meals expenses

Wages paid by the County to any other employee to the extent that such other employee is employed for the express purpose of replacing and fulfilling the duties of the employee who is participating in training.

- The following costs shall be excluded from reimbursement requirements...

- Statutorily mandated entry level training for the position

- employer mandated entry level training for the position

- Wages and benefits of the employee participating in training

- Benefits of any replacement employee as described above

- Any costs for which the County receives reimbursement from another source.

Repayment shall be made in twelve (12) equal monthly installments commencing thirty (30) days after the effective date of termination.

- 12.3.1

If an employee is required by the employer to attend a training session or meeting, held outside that employee's scheduled duty shift, the employee will be paid for the time in accordance with the provisions of Article 7.

- 12.3.2

If an employee attends a training session or a meeting on a voluntary basis during a scheduled duty shift, the employee will be paid at the employee's regular base rate of pay. If the employee voluntarily attends the training session or meeting while the employee is not on duty, the employee will receive no payment for the training session.

- 12.4

Necessary expenses incurred by full time employees in attending and directly related to training or educational programs mandated by the County shall be reimbursed in accordance with County policy.

- 12.5

Unit employees may be allowed the use of existing stoves, refrigerators and toasters when on duty to the extent said use does not interfere with the use of this equipment for resident services.

- 12.6

The County will continue to provide all unit employees with coffee, tea, cream and sugar. The County will also make a meal available to unit employees for the nominal charge of 2.50 per meal. Each employee will be provided a paid 30 minute meal period within five consecutive hours of the beginning of the work period.

- 12.7

A \$400 Uniform reimbursement will be made to qualified employees, each year, for uniform related purchases. Employees must have been employed in a full time capacity on January 1 of the calendar year to receive reimbursement. Itemized receipts shall be submitted to the departmental supervisor for verification that the expenses are related to uniform requirements. Each employee may request reimbursement once per year.

- 12.8

Position Upgrading and Reclassifications: Requests for reclassification shall be governed by the Belknap County Personnel Policy Manual as revised.

Article 13

Grievance Procedure

- 13.1

The purpose of this article is to provide a mutually acceptable procedure for adjusting grievances. A grievance is defined as a dispute, claim or complaint raised by an employee covered by this Agreement involving the meaning, interpretation or application of the express provisions of this Agreement.

- 13.2

It is intended that the procedure provided herein shall facilitate the resolution of any such grievance at the lowest possible level and the employer and the Association agree to work together towards this end. Nothing in this article shall be interpreted as preventing or discouraging any employee and/or the employee's steward from discussing any disputed matter in an informed and informal manner with the employee's immediate supervisor. Such discussions will not however interfere with the right to seek resolution of the dispute through the grievance procedure provided herein.

- 13.3

A steward when requested by an employee may assist the employee in processing a grievance. In so assisting the employee the steward shall be given an opportunity to discuss the matter with the employee and with those employees who may have information bearing on the matter prior to presenting the grievance. A staff representative or authorized agent of the Association may substitute in the place of or participate in addition to any steward in this procedure.

- 13.4

Procedure

- 13.4.1

Step One (1)

- To initiate a grievance, a grievant must submit a statement of the grievance to the grievant's immediate supervisor or in the event the immediate supervisor is the department head, to the department head for formal consideration.
 - Said grievance must be submitted within ten (10) calendar days after the grievant knew or should have known the act or condition upon which the complaint is based.
 - All grievances shall be in writing and shall narrowly and specifically identify the alleged action, non-action or condition, for which the grievance is being filed, shall cite the particular contract provision which is alleged to have been violated, the date of the alleged violation, and the specific relief sought.

- The immediate supervisor or department head will schedule a hearing within five (5) working days of receipt of the grievance and a decision in writing shall be presented to the grievant within ten (10) working days of the hearing.

- 13.4.2

Step Two (2)

- If the grievant is dissatisfied with the decision rendered by the immediate supervisor a written request for a hearing may be submitted to the department head. Said request must be in writing and must be within five (5) working days of the decision of the immediate supervisor in Section 13.4.1 (above).
- The department head shall schedule a hearing to be held within five (5) working days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) working days of the hearing.

- 13.4.3

Step Three (3)

- If the grievant is dissatisfied with the decision rendered by the department head a written request for a hearing may be submitted to the Nursing Home Administrator.
- Said request must be in writing and must be submitted to the Nursing Home Administrator within five (5) working days of the decision of the department head.
- The Nursing Home Administrator shall schedule a hearing to be held within five (5) working days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) working days of the hearing.

- 13.4.4

Step Four (4)

- If the grievant is dissatisfied with the decision rendered by the Nursing Home Administrator a written request for a hearing may be submitted to the County Commissioners.
- Commissioners through the County Administrator within five (5) working days of the decision of the administrator.
- Upon receipt of said request the Commissioners shall schedule a hearing.

- The hearing shall be held within fifteen (15) working days of the receipt of the request and a decision of the Commissioners will be made within ten (10) working days of the hearing.

- 13.4.5

Step Five (5)

- If subsequent to the Commissioners' decision the grievant feels that further review is necessary, the matter shall be submitted to arbitration by an arbitrator mutually agreed to or, failing agreement, through the procedures of the N.H. Public Employee Labor Relations Board.
- The parties agree that the jurisdiction and authority of the arbitrator and his opinions as expressed will be confined exclusively to the interpretation of this agreement. The arbitrator will have no authority to add to, subtract from, alter, amend or modify any provision of this agreement or impose on either party any limitation or obligation not specifically provided for under the terms of this agreement.
- In the event the written decision of an arbitrator resulting from any arbitration of grievances hereunder would result in or require the expenditure by the County of un-appropriated funds or funds not appropriated for the purposes for which the arbitrator's decision would require their expenditure, the decision shall be advisory in nature and shall in no way be binding upon any of the parties hereto or appeal able.
- In all other cases the written decision of an arbitrator resulting from any arbitration of the grievances hereunder shall be binding on the parties.

- 13.5

All time limits herein may be extended by mutual agreement of the County and the employee and/or the Association.

- 13.6

Nothing in this article shall be construed as an abrogation of the right of an employee to present a grievance without the assistance of a steward. At the request of the employee, the steward shall be excluded from the hearing at step 1; the steward shall be given the opportunity to attend any subsequent hearing.

- 13.7

As used herein “work days” shall mean weekdays (Monday – Friday) and shall exclude Saturdays, Sundays and holidays listed in 8.1 of this Contract.

Article 14

Association Representative

- 14.1

The County agrees to recognize the steward duly authorized by the Association.

- 14.1.1

There shall be three (3) stewards at the Belknap County Nursing Home, one (1) steward per shift.

- 14.2

The Association shall furnish the name of the steward to the County and keep the County advised of any changes.

- 14.3

The County shall authorize a reasonable amount of time during the regular working hours without loss of time or pay to permit the steward to carry out the steward’s responsibilities in accordance with the provisions of this agreement. The Association agrees that it shall guard against the use of excessive time in handling such responsibilities. The steward before leaving the steward’s assigned work area to transact appropriate Association business shall first obtain the consent (which consent shall not be unreasonably withheld) of the steward’s immediate supervisor. Upon entering work area other than the steward’s own, the steward shall first advise the appropriate supervisor of the steward’s presence and specify the name(s) of the employee(s) to be contacted.

- 14.4

The County agrees to authorize one day off in any one calendar year without loss of time or pay for each steward to enable the steward to attend Association training programs. The Association shall notify the County no less than twenty (20) days in advance of such proposed training programs.

Article 15

Consultation

- 15.1

It is agreed and understood that the employment relationship is an appropriate matter for consultation between the parties.

- 15.2

The parties recognize their mutual obligation to conscientiously seek satisfactory solutions to problems arising out of the employment relationship.

- 15.3

Consultation may be requested by either party in writing stating the reasons for the requested meeting and the proposed agenda or topic of consultation.

- 15.4

A mutually agreeable meeting date shall be established provided that such date shall be within twenty working days of receipt of the written notice. This time limit may be extended by agreement of the parties.

- 15.5

At such meeting, each party shall be entitled to have present not more than four representatives unless additional representatives are permitted by prior agreement.

Article 16

Separability

- 16.1

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

Article 17

Notices

- 17.1

Whenever a written legal notice is required to be given by the County to the Association, such notice shall be given to the State organization of the State Employees Association of New Hampshire, Inc. with offices in Concord, New Hampshire.

- 17.2

Whenever written legal notice is required to be given by the Association to the County, such notice shall be given to the County Administrator & Human Resources Director with a copy to the Department Head of the respective Unit involved.

Article 18

Waiver

- 18.1

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 19

Promotion. Transfer. Layoff. Seniority

- 19.1

The parties agree that each full-time employee in the bargaining unit should be provided with an equal opportunity for advancement.

- 19.2

Whenever in the discretion of the County it is in the best interests of, the County and is reasonable, a bargaining unit vacancy may be filled by the promotion of an employee from within the Department. In considering the promotion of an employee within the Department, the County shall consider among other things, the employee's qualifications, seniority, capacity for the position and demonstrated ability as compared to other applicants.

- 19.3

Any employee who meets the minimum qualifications of a position to be filled may apply for that position. The County shall screen all applicants and interview the applicant or applicants deemed most qualified for the position. The County will post all openings and opportunities for promotion or transfer, on the County Website and in Employee Self-Service for a period of at least one (1) week.

The posted positions shall generally contain, among other information, the following:

Title of Job	Shift
Department	Date of Posting
Scheduled Weekly Hours	Date of Closing
Salary Range	Position Description

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- 19.4

Layoffs

- 19.4.1

When the County lays off an employee in the unit by reason of abolition of a position, such lay off shall not be considered to reflect discredit on the service of the employee.

- 19.4.2

The County shall give written notice to the employee affected by any proposed lay off at least fourteen (14) calendar days before the effective date of the layoff.

- 19.4.3

In the event of a layoff, the County will normally lay off according to seniority, beginning with the employee with the least seniority in each job classification to be affected. However, in the event a layoff occurs, and it is not accomplished according to seniority, the justification, or lack thereof, for not following the "normal" layoff procedures according to seniority will be subject to the grievance arbitration provisions of this contract.

- 19.4.4

After a layoff, in the event the positions are reopened within one (1) year, the County agrees to recall in writing all available laid off employees first according to classification and seniority.

- 19.5

Seniority shall be defined as an employee's length of continuous service with the County since the employee's last hiring date, and shall be calculated on the basis of years, months and days of service. Should there be a voluntary interruption or break in service, seniority shall commence as of the most recent entrance into County service. Should the break in service be due to a reduction in force, prior seniority will be retained only upon re-entrance into the County service in the same or a promoted position. The period of a leave of absence with or without pay shall not be included in the determination of seniority and such leave of absence shall not be considered a voluntary interruption or break in service for purposes of this section.

Article 20

Disciplinary Action

- 20.1

The parties jointly recognize the deterrent value and necessity of the ability to impose disciplinary action. Accordingly, the administration will endeavor to:

Act to impose discipline within a reasonable time of the offense.

Apply discipline with a view toward uniformity and consistency.

Impose a procedure of progressive discipline including the following actions:

- Oral reprimand
- Written reprimands

- Suspension without pay
- Demotion
- Dismissal (Dismissal will be controlled by and undertaken pursuant to RSA 28:10-a, as amended. It is specifically agreed by the parties that any dismissal pursuant to this section shall not be review able pursuant to the grievance procedure of this contract but will be reviewable only pursuant to the provisions of the review set forth therein.)

The parties agree that there will be appropriate cases that will warrant the administration by passing some of the above progressive disciplinary steps.

- 20.1.1

Any documentation of oral warnings shall include a narrow and brief statement of the reasons for the oral warning. An oral warning shall not be considered to be a written warning. Oral warnings shall not be grievable higher than the department head.

All written warnings shall be placed in the employee's personnel file at the time they are given. All warnings shall narrowly and specifically identify the alleged action or non-action for which the warning is being given. When applicable, they should cite the particular contract provision or published rule or regulation which is alleged to have been violated.

- 20.2

The parties recognize written warnings may be used as consideration as a basis for further or more severe levels of discipline. Considerations may include, but are not limited to, the nature of the offense, how recent was the last discipline issued and the overall disciplinary and performance record of the employee.

- 20.3

In addition to the rights set forth in 20.1 above, the administration may suspend an employee without pay for disciplinary reasons for a period not to exceed ten (10) working days. Notice for such suspension setting forth the specific reasons for the action shall be in writing or shall be given orally and confirmed in writing within twenty four (24) hours of the suspension.

- 20.4

In addition to the power set forth in 20.1 above, the County may relieve employees from duty to permit the administration to investigate and make inquiries into charges and allegations concerning the employee. This administrative leave with pay may be imposed in addition to any suspension authorized pursuant to above.

- 20.5

Normally, employees shall not be reprimanded or otherwise disciplined in the presence of other employees or other persons and discipline shall be treated in a confidential manner. It is understood that occasions may arise in which it will be necessary for an employee to be warned or cautioned about an imminent condition or situation which would otherwise occur or fail to occur in the absence of an immediate statement. In such a situation, the employee may be corrected or given direction regardless of the presence of other employees or other persons. Such correction or direction shall be limited to the condition or situation at hand and any follow-up discipline or reprimand shall be conducted as noted above. When disciplined or reprimanded, an employee's direct supervisor or other person(s) directly involved in the disciplinary action may be present.

Article 21

Compensation

- 21.1

Effective April 1 of each contract year the wage scale shall be adjusted by the Northeast Region Consumer Price Index for All Urban Consumers (CPI-U) for the 12-month change measured for the month of August. This adjustment shall be no less than 2.5% and no more than 5%. This cost-of-living adjustment shall be paid with the first full pay period in April.

In each year of this agreement, all employees who are not at the maximum of their pay range shall move upward one step each year on their promotion/demotion date, or original date of hire provided they have attained an overall rating of acceptable or better on their yearly performance evaluation.

- 21.2

Payroll checks shall contain an itemization of payroll deductions for the pay period and an accounting of FICA and FWT deductions to date for the calendar year.

- 21.3

The compensation plan for unit employees shall be consistent with the following:

- A. No employee shall receive a salary greater than the maximum or less than the minimum for that employee's class.
- B. Beginning Salary

The minimum rate of pay for a class shall normally be paid upon appointment to the class. However, subject to the approval of the Commissioners when such approval is required, original appointment at a salary above the minimum rate may be paid whenever such action is in the best interests of the County as determined by the County.

C. Re-employment

If a former employee is re-employed within a period of one (1) year in a class in which the person was previously employed, the County shall make an appointment at the same or higher rate of pay than the employee had been receiving at the termination of the former employee's prior service, provided that said former employee had been employed continuously for five (5) or more years prior to the former employee's last termination from County employment.

D. Demotion

An employee who is demoted to a lower class for which the employee is qualified, shall be employed at the step in the employee's lower salary range appropriate for the employee's length of service.

E. Promotion

When an employee is promoted the employee shall normally be paid at the minimum rate of the new class. If said minimum is less than or the same as the former rate, the employee shall be paid at the next full step above the employee's former rate.

F. Temporary Promotion

An employee who receives a formal temporary promotion shall be paid at a rate commensurate with his temporary promotion after serving in the higher position for one full workday. For the purpose of this section, a "formal temporary promotion" shall exist when an employee is directed by the County to assume the duties and responsibilities of a higher position, provided such duties and responsibilities are not also included within the employee's normal position, subject to the availability of funding.

• 21.4

Longevity

Unit members who have completed 5 years of service shall be paid in addition to their normal wages, an addition bonus based on the following schedule:

Years of Service	Bonus Amount
5 - 9	\$300.00
10 - 14	\$400.00
15 - 19	\$500.00
20 - 24	\$750.00
25 Plus +	\$1,000.00

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The amount will be paid with the first pay period in December of each year.

• 21.5

A shift differential will be paid to nursing staff employees on the following basis:

Weekday Shift	Rate
2nd (3:00 PM - 11:00 PM)	\$2.10
3rd (11:00 PM - 7:00 AM)	\$3.10

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Weekend Shift	Rate
1st (7:00 AM - 3:00 PM)	\$3.10
2nd (3:00 PM - 11:00 PM)	\$4.10
3rd (11:00 PM - 7:00 AM)	\$5.10

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Weekday shift differentials will not be paid to non-nursing staff between the hours of 7 AM and 5 PM. With respect to both shift differentials and weekend differentials, the differential will only be paid for hours actually worked on the shift and/or weekend. Individuals must work more than one hour during a particular shift to be eligible to receive the differential.

Article 22

Duration and Renegotiation

• 22.1

This Agreement as executed by the Parties shall remain in full force and effect ending at 11:59 PM on Thursday, December 31, 2026.

• 22.2

Renegotiation of this Agreement will be effected by written notification by one party to the other not earlier than Saturday, August 1, 2026 negotiations shall commence within three (3) weeks of receipt of such notice.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed
this Agreement on this 1/8/24

For the County:

[Signature] 1/3/24
Stephen Hodges Date

Commissioner

[Signature]
Glen Waring Date

Commissioner

[Signature] 1-5-24
Peter Spanos Date

Commissioner

[Signature] 1/8/24
Debra Shackett Date

County Administrator

For the Union:

[Signature] 1/4/24
Beth Esochaghi Date

SEA Bargaining Team Member

[Signature] 1-3-24
Debra Poire Date

SEA Bargaining Team Member

[Signature] 1-4-24
Faith Crane Date

SEA Bargaining Team Member

[Signature] 1/4/24
Jessica Hahn Date

SEA Bargaining Team Member

[Signature] 1/4/24
Quetsy Santiago Date

SEA Bargaining Team Member

[Signature] 1/4/24
Robin Kelley Date

SEA Bargaining Team Member

[Signature] 01/04/2024
Andrew Moore Date

SEA Field Representative

