

COLLECTIVE BARGAINING CONTRACT

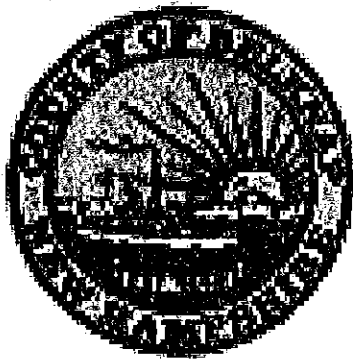
BELKNAP COUNTY NURSING HOME

AND

STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE,
INC.

LOCAL 1984

SERVICE EMPLOYEES INTERNATIONAL UNION



FOR THE PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

TABLE OF CONTENTS

ARTICLE 1	Recognition	3
ARTICLE 2	Non-Discrimination	4
ARTICLE 3	Employee Rights	4
ARTICLE 4	Management Rights	5
ARTICLE 5	Association Rights	5
ARTICLE 6	Dues Checkoff and Fair Share	6
ARTICLE 7	Overtime and Basic Work Week	8
ARTICLE 8	Holidays	10
ARTICLE 9	Leave Administration	11
ARTICLE 10	Safety and Health	19
ARTICLE 11	Benefits	19
ARTICLE 12	Miscellaneous	21
ARTICLE 13	Grievance Procedure	26
ARTICLE 14	Association Representative	29
ARTICLE 15	Consultation	30
ARTICLE 16	Separability	31
ARTICLE 17	Notices	31
ARTICLE 18	Waiver	31
ARTICLE 19	Promotion, Transfer, Layoff, Seniority	32
ARTICLE 20	Disciplinary Action	34
ARTICLE 21	Compensation	36
ARTICLE 22	Duration and Renegotiation	39

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, Potwasher, Kitchen Janitor, Dishwasher, Maintenance Supervisor, Maintenance Assistant, Housekeeping Supervisor, Housekeeper, Laundry Supervisor, Laundry Aide, Janitor and Hairdresser.

Additionally, it is agreed that the following positions and employees are specifically excluded from recognition or coverage under this Agreement: Administrator, Director of Nursing Services, Assistant Director of Nursing, MDS (Minimum Data Set) Coordinator, Staff Development Coordinator, Social Service Director, Business Office Manager, Medical Records Secretary, Accounts Clerk, Receptionist, Receptionists – “Nursing Units” Purchasing Coordinator, Activities Director, Environmental Services Director, Dietary Manager, and Registered Nurses; all Department Heads, all other supervisors, professional and confidential employees, persons in a temporary status, employed seasonally, irregularly or on call, and all other employees of Belknap County. **It is agreed by the parties that initial employment will be for a probationary period of six 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 States 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, race, color, national origin, citizenship, religion, or disability. 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 full time 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 full time employees within the bargaining unit employed as of the effective date of this agreement. The County shall provide 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 layoff 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 during the work day 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.
- 4.2 It is agreed that these enumerations of management rights shall not be deemed to 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 the conference room or the multipurpose room at the nursing home 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 conference room or the multipurpose room at the County Home shall be made to the Administrator of the County Home at least 24 hours in advance of the proposed meeting.
- 5.2 Staff representatives of the Association shall be allowed to visit the work areas of employees during working hours and confer on conditions of employment. Such visitations during work hours shall be conducted during lunch and/or coffee breaks.
- 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 full time employees in the bargaining unit. Upon the request of the Association the County shall update said list and make the updated list available to the Association, but not more than once every six (6) months.

ARTICLE 6
Dues Check off and Fair Share

- 6.1 The County shall deduct the amount of Association dues certified by the Treasurer or authorized officer of the Association from the pay of each member of the Association

who has heretofore submitted or who shall hereafter submit to the County an individual written authorization for 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 and such change shall be certified by the Treasurer or authorized officer of the Association. The County will implement such certified change in the Association dues deduction within five pay periods of the receipt of notice of such change.
- 6.3 The obligation of the County to deduct Association dues shall cease to exist in the event that the number of full time employees requesting said deduction decreases to less than 25 percent of the number of employees within the bargaining unit. In addition with respect to any individual employee's Association dues deduction, the County's obligation shall cease in the event that the employee's earnings after other legal and required deductions are made is insufficient to cover the amount of the appropriated Association dues or in the event an employee goes on a non-pay status for an entire pay period.
- 6.4 Each bargaining unit employee who upon the execution of this agreement is a member of the Association shall be permitted to terminate their membership at any time within fifteen (15) days of their anniversary date commencing with the members' anniversary of employment. Unless terminated as above, all employees who are members on the effective date of this agreement and all employees who join the Association shall retain their membership for the duration of this agreement. 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.

7.1.1 All overtime work performed shall be compensated at the rate of time and one half the employee's regular rate of pay.

7.1.2 When compensatory time off is taken in lieu of monetary compensation for overtime work, and it shall be taken at the rate, of one and one-half hours for each hour of overtime. Any such Compensatory time shall be taken at a mutually agreeable time, with the Nursing Home Administrator having the final approval.

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 provided, however, if 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.
- 7.4 Any full time 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.
- 7.5 The County will endeavor to ensure payment for overtime work at the time the employee usually receives a paycheck for the period in which the overtime work was performed.
- 7.6 In addition to time actually worked, all time paid for annual, sick and funeral leave but not actually worked shall also be considered to be time worked for the purposes of computing overtime, except sick leave for which there is notice of less than five (5) work days.
- 7.7 The basic work week for unit employees will be forty (40) hours per week.
- 7.8 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.
- 7.9 No reduction shall be made from the basic work day for rest periods of fifteen (15) minutes in every four (4) hours working time or major fraction thereof; 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 insofar as practical in the middle of such working time subject however to the scheduling needs as established by the County.
- 7.10 Only the employee may punch the employee's time card (or other time entry system).

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

8.1.1 In addition to the authorized days in 8.1, each employee shall be authorized one (1) non-accruing floating holiday of his/her choice per calendar year. The day accrued under this provision must be requested as a whole day and granted within the calendar year in which it is earned. Employees must have been employed on January 1st of the current year to be eligible, as is current practice. Requests for, and the granting of, this floating holiday shall conform to the pertinent requirements and standards set forth in Section 9.1 (Annual Leave) and will not be unreasonably denied.

8.2 Holiday pay shall be paid to all employees according to the following sub-sections. Notwithstanding the following subsections, employees who are on sick leave on the last regularly scheduled work day preceding the holiday, or the first regularly scheduled work day following the holiday for which there was less than five (5) work days advanced notice shall not be eligible for holiday pay.

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 day's pay at the

employee's regular rate, or at a mutually agreeable time, be given a scheduled work day off with pay within a sixty (60) day period of said holiday.

8.2.3 When an employee is regularly 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.

8.3 When the holiday falls while an employee is on approved paid leave, the holiday will not be charged against the employee's leave.

8.4 For all full time 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 Annual Leave:

9.1.1 Unit employees (hired prior to 4/1/1984) regularly employed on a forty (40) hour per week work week or a work schedule, which regularly averages forty (40) hours per week, shall be entitled to annual leave with full pay on the basis of the following schedule:

Years Service	Accrued Per Month	Days Per Year	Maximum Accumulation
--------------------------	------------------------------	--------------------------	---------------------------------

0 - 10	1 ¼ days	15	30 days
11-20	1 2/3 days	20	40 days
20+	2 days	24	40 days

9.1.2 Unit employees regularly (hired prior to 4/1/1984) working a thirty-two (32) hour work week shall be entitled to annual leave with full pay on the basis of the following schedule:

Years Service	Accrued Per Month	Days Per Year	Maximum Accumulation
0 - 10	1 day	12	24 days
10+	1 1/3 days	16	32 days

9.1.3 Every full time employee with sufficient accrued time shall be afforded the opportunity to receive two (2) consecutive weeks of uninterrupted leave if the employee so desires. If the need arises, the County may ask an employee who is on annual leave if the employee wishes to work during such leave, 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 only be taken in one (1) day or one half (1/2) day 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, Section 4.

9.1.4 Annual leave of up to two (2) weeks subject to the needs of the County shall be scheduled on the basis of department seniority. In order to have seniority as a determining factor in the scheduling of annual leave, the employee must notify the supervisor in writing prior to April 1 of the employee's choice of time for annual leave. After April 1, leave shall be assigned on a first come basis subject to the needs of the County as determined by the County.

9.1.5 With respect to employees who have been employed continuously for a period of six (6) months or longer and excluding employees terminated by the County pursuant to RSA 28:10-a and employees who resign without giving at least two (2) weeks written notice,

upon termination of employment, an employee will be paid for any unused accumulated annual leave at the employee's regular rate of pay. In the event of the death of an employee said sum shall be paid to the employee's estate.

9.1.6. Annual leave is earned from the first day of employment but may only be used as it accrues (accrual begins at the end of the first full month of employment, i.e. an employee who works on 7/3/03 does not accrue annual leave until 8/31/03) and may not be used until the employee has been employed continuously for a period of at least six (6) months (probationary period).

9.2. Sick Leave:

9.2.1. Every full time unit employee shall be entitled to sick leave with pay on the basis of the formula given below and computed at the end of each completed month of service:

Days Per Week	Accrued Per Month	Accrued Per Year	Maximum Accumulation
5	1 ¼ days	15	110 days
4(hired prior to 4/1/1984)	1	12	90

9.2.2 Sick leave pay will be made at the employee's regular rate of pay.

9.2.3 Sick leave may be utilized for absences due to illness, injury, exposure to contagious disease, or quarantine. In order 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.** If an employee fails to notify his/her Supervisor of sickness or is a no show for three (3) 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 is earned from the first day of employment and may be used as earned. The accrual begins at the end of the first full month of employment, i.e. an employee who starts work on 7/3/03 does not earn sick leave until 8/31/03
- 9.2.5 The County may require an employee who takes more than three (3) consecutive days of sick leave to provide the County with a doctor's certificate certifying said illness, and certifying that said employee is well enough to return to work. The employee shall not be paid for said days if the employee fails to comply with said request. 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 doctor's certificate in the future whenever sick leave is used. Whenever sick leave is taken adjacent to a holiday, vacation, compensatory time or normal days off, the County may require the employee to furnish a doctors certificate. The employee shall not be paid for said days if the employee fails to comply with said request.
- 9.2.6 Whenever a former employee has been separated from the County by a reduction in force or, for reasons without prejudice but for the convenience of the County and is 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 An employee employed on 1/1 of the current contract year, using four (4) or less days sick leave in any calendar year shall receive a bonus equal to three (3) day's pay at the employees base rate of pay as of the end of the subject calendar year or at the employee's option, the employee may receive an equivalent number of days off to be taken at a mutually agreeable time. **If the employee opts to receive bonus pay, such pay will be included in the first pay period following the end of the calendar year.**

9.2.8 Employees who retire pursuant to the provisions of RSA 100-A shall be paid at their regular rate of pay for **thirty percent (30%)** of their accumulated sick leave to a maximum of **thirty days (30)** of paid sick leave.

9.2.9 Supplemental Sick Leave Plan

The Employer is authorized to provide additional sick leave to an employee under the following conditions:

An Application for Supplemental Sick Leave (one part to be completed by the Employee and one part to be completed by the employee's physician or medical practitioner) shall be forwarded to the Labor Management Committee by the employee or the employer stating the reason(s) for the request and the amount of additional sick leave requested;

The Labor Management Committee shall approve or deny the request in whole or in part;

The response to the request shall be transmitted to the requestor by the Labor Management Committee;

If the request is approved, the Employer shall solicit donations from employees who wish to contribute unused sick leave up to the amount of authorization. If the request is not approved, no further action shall be taken;

Sick leave donated under this provision shall not count against the donating employee's bonus leave accumulation;

An employee must exhaust, or expect to exhaust, all forms of paid leave prior to receiving supplemental leave;

Supplemental sick leave will only be granted for serious or life threatening injuries, impairments, or mental or physical conditions that have caused, or are likely to cause, the employee to take leave without pay. Supplemental sick leave will not be granted for common or minor illnesses, injuries, impairments or physical or mental conditions.

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

9.4 Funeral Leave:

9.4.1 An employee shall be allowed 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, for a death in the immediate family. For purposes of administering this section, immediate family shall be limited to spouse, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, grandmother, grandfather, and other relatives living within the household.

9.4.2 At the request of the employee and at the discretion of the County up to three (3) days funeral leave may be granted for the death of a ward, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or guardian.

9.4.3 An employee may utilize one (1) day of paid sick leave to attend the funeral of an Aunt, Uncle, Niece or Nephew. The parties agree any leave taken under this provision shall be counted against the employee's sick leave accumulation in accordance with 9.2.7.

9.5 Medical Leaves of Absence

9.5.1 Medical leaves of absence without pay shall be granted by the County for a period not to exceed twelve (12) work weeks in any twelve (12) month period. Medical leaves of absence shall only be granted to full-time regular employees and part-time regular employees, who have worked for the County at least twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of

the leave, for purposes of a serious health condition of the employee, spouse, child or parent, or because of the birth of the employee's child or the placement of the employee's adopted child. While on medical leave, each employee must keep the department head advised as to the medical recovery progress. To be eligible for leave without pay for medical reasons the medical condition of the employee or of the family members for which leave is taken must be certified with a physician's written medical statement.

9.5.2 During a medical leave of absence without pay, an employee shall have no loss of accrued benefits or seniority but will not continue to accrue any such benefits. Health insurance benefit payments will be paid by the County in accordance with the established level of contribution during periods when the employee is on medical leave without pay. While on an unpaid medical leave of absence the employee will be responsible for paying the employee's share of the premium by submitting payment to the business office on or before each regular payday. The County may recover its share of the premiums for maintaining coverage for the employees under such group health plans during the period of leave if the employee fails to return to work for reasons other than the continuation or onset of a serious health condition entitling the member to leave, or other circumstances beyond the employee's control. Certification of inability to return to work as specified and allowed by this medical leave of absence may be required.

9.5.3 A medical leave of absence shall not be granted until all of the employee's accumulated sick leave (in the case of serious health conditions of the employee, spouse, child, or parent) and accumulated vacation leave have been taken. The combination of paid and unpaid leave shall not exceed twelve (12) work weeks in any twelve (12) months period.

9.5.4 Upon expiration of the leave, the employee shall be reinstated to the same or an equivalent position to that held before the leave was granted. Failure of the employee to report promptly for work at the expiration of the leave shall be cause for dismissal. Employees who use paid leave for twelve (12) or more weeks shall not be entitled to said

twelve (12) week unpaid medical leave of absence in addition to the paid leave unless a medical leave of absence is granted.

9.5.5 Upon the approval of the County an employee may receive an extension of the medical leave of the absence without pay for a period beyond twelve (12) work weeks provided notice is given at least ten (10) work days prior to the commencement of said extension. An employee shall have no loss of accrued benefits or seniority, but will not continue to accrue any such benefits during said extension. Continuation of the health insurance benefit during the extension period shall be at employee expense.

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 however will not be granted until the employee's accumulated annual 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 annual 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 may, with the approval of the County Commissioners, 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. Annual 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 An employee shall be given time off without loss of pay or annual leave when performing jury duty. 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. Any compensation paid to the employee by said court (including jury duty), 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.

ARTICLE 11
Benefits

11.1 All full-time employees shall be provided with Health and Hospitalization insurance. The parties agree that the following shall be the employee's weekly contribution to health insurance premiums beginning on January 1, 2008:

January 1, 2008

January 1, 2009

January 1, 2010

January 1, 2011

Single	\$18.00	\$20.00	\$22.00	\$24.00
2 Person	\$24.00	\$26.00	\$28.00	\$30.00
Family	\$28.00	\$30.00	\$32.00	\$34.00

The designated insurance plan to be provided in accordance with the provision shall be Health Trust BC3T RX 10/20/30 or a plan similar benefit level as mutually agreed by the parties.

11.1.1 All unit employees who choose not to participate in the health insurance benefits afforded under this agreement pursuant to Section 11.1 shall receive an annual bonus payment in the amount of \$500.00 (five hundred dollars) for the single plan, \$1000.00 (one thousand dollars) for the two person plan or \$1500.00 (fifteen hundred dollars) for the family plan. The employee shall be required to submit proof that the employee is otherwise covered under another health insurance plan. Payment of said bonus shall be made to the employee during the first pay period in December of each year.

11.2 There shall be Health and Dental Insurance Committee composed of an equal number of representatives from the County and the Union. The committee shall be responsible for exploring and reviewing alternative health insurance programs and dental insurance plan. Said committee shall convene for an organizational meeting no later than July 1, 2001. Implementation of insurance plans developed by the committee shall be by mutual agreement of the parties.

11.3 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 delegation shall act pursuant to RSA 31:105, 106, and 107 to fulfill such responsibility.

11.4 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.

- 11.5 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 State of New Hampshire Reimbursement rate per mile for all miles actually driven.
- 11.6 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 work 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.
- 12.3 Employees will be entitled to payroll deductions for any benefit or charity whenever at least 25 percent of the County employees so request, provided the County has the capability to do so at no additional cost to the County.
- 12.4 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.

12.4.1 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.

- 12.4.2 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.
- 12.5 Necessary expenses incurred by full time employees in attending and directly related to training or educational programs mandated by the County shall be reimbursed by the County.
- 12.6 Notwithstanding 12.6. above, all employees working in 32 hour per week positions as of April 1, 1984, shall continue to be treated as full-time employees and shall continue to earn and receive benefits as provided for in this agreement.
- 12.7 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.
- 12.8 The County will continue to provide all unit employees with coffee, tea, cream and sugar. The County will also continue to furnish unit employees with a meal while on duty without charge, and such lunch breaks will not be deducted from regular working time.
- 12.9 For employees required to wear uniforms, including a specific type of shoes, the county will reimburse them \$300.00 (three hundred dollars) for expenses incurred during the immediate preceding years. Said reimbursement shall be due and payable at each employee's anniversary date for reimbursable expenses incurred during the immediately preceding year. Providing the employee submits itemized receipts that indicate the expense is related to the uniform requirement.
- 12.10 Position Upgrading and Reclassifications:

12.10.1 The following rules shall apply for reclassification or upgrading of bargaining unit positions. The procedure may be used by either the County or by employees. County applications for reclassification or upgrading may be made to the Belknap County Personnel Committee at any time. Employee applications for reclassification or upgrading shall be made to the Belknap County Personnel Committee during the month of August.

Applications for reclassification or upgrading shall be filed with supporting evidence and documentation in the Office of the County Attorney on such forms as the County may designate. Copies of the filing shall be simultaneously sent by the filer to the County Commissioners, the Department Head, and the Union. The effective date of filing shall be the date of receipt at the Office of the County Attorney.

12.10.2 Reclassification shall be defined as changes in some or all of the following: job classification title, job requirements, minimum qualifications, and such other things as may describe the position in question. Reclassifications may apply to individual positions within a job classification, or to some or all positions within a job classification. Changes in wage labor grade assignment may or may not be part of a reclassification.

12.10.3 Upgrading shall be defined as changes in some or all of the following: a change in wage labor grade assignment of a particular job classification for reasons of equity with respect to other job classifications, or for reasons of equity with respect to the job market. Upgradings shall apply to all positions within a job classification.

12.10.4 The Belknap County Personnel Committee shall review all applications during the month following their filing, and shall schedule hearings so that affected parties may present oral arguments based on the written presentations. Hearings shall be held in the month subsequent to the review, and decisions shall be rendered

thereon no more than sixty (60) days from the date of the hearing. Notices of hearings shall be sent to the County Commissioners, the Department Head, and the Union.

Oral presentations shall be limited to twenty (20) minutes for each party, after which the Belknap County Personnel Committee members may ask questions as they see fit.

If a subsequent application for upgrading or reclassification presents no new evidence upon which to base the claim, the Belknap County Personnel Committee may summarily deny the application without hearing.

12.10.5 Decisions, including findings of fact and rulings of law as appropriate, shall be rendered in writing. Such decisions shall be based upon the oral and written presentations made in conjunction with the application, as well as such other evidence as the Committee may direct the parties to provide. Nothing in these rules shall limit the authority of the Belknap County Personnel Committee to render a decision which includes modification of the existing wage schedule; however, the parties to the collective bargaining agreement shall reopen negotiations for the narrow purpose of assimilating such change into applicable sections of the contract.

12.10.6 Any modification of a position or classification as a result of a reclassification or upgrading sought by the employee shall take effect on the following January 1, but will not be payable until approved in the next fiscal year's budget. Reclassification or upgrading sought by the County shall take effect on a date determined by the Personnel Committee. In all cases, changes in pay as a result of a reclassification or upgrading shall change only the labor grade to which the position is assigned, not the step within the labor grade which the employee(s) has reached.

- 12.10.7 Time limits and filing periods cited herein may be waived by mutual agreement of the parties.
- 12.10.8 Appeals of decisions of the Belknap County Personnel Committee under this section shall follow the administrative procedures under RSA 541.

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 #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 #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 #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 Administrator within five (5) working days of the decision of the department head.

The 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 #4:** If the grievant is dissatisfied with the decision rendered by the Administrator a written request for a hearing may be submitted to the County Commissioners.

Said request must be in writing and must be submitted to the Office of the County Commissioners 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 #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 Office of the County Commissioners with a copy to the Administrator of the Belknap County Nursing Home.

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 possible and whenever in the discretion of the County it is in the best interests of, the County and is reasonable, a non-bargaining unit vacancy or new position will normally be filled by the promotion of a full time employee from within the Department. In considering the promotion of a full time employee within the Department, the County shall consider among other things, the employee's qualifications, seniority, capacity for the position and demonstrated ability.
- 19.3 Any employee who meets the minimum qualifications of the position to be filled may submit an application 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, including part time positions, in conspicuous places for a period of at least one (1) week.

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

Title of Job

Initial Job Location

Department

Date of Posting

Scheduled Weekly Hours

Date of Closing

Salary Range

Class Specification

Job Prerequisites

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 lay off.

19.4.3 In the event of a lay off, 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 lay off, in the event the positions are reopened within two (2) years, 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:

- (a) Act to impose discipline within a reasonable time of the offense;
- (b) Apply discipline with a view toward uniformity and consistency;
- (c) Impose a procedure of progressive discipline including the following actions:
 - 1. Oral reprimand;
 - 2. Written reprimands;
 - 3. Suspension without pay;
 - 4. Demotion;
 - 5. 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.

20.1.2 Any documentation of oral warnings shall be done on a special form for the purpose. It 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 nonaction for which the warning is being given, and shall cite the particular contract provision or published rule or regulations which is alleged to have been violated.

20.2 All written warnings shall cease to be considered as a basis for further or more severe levels of discipline four (4) years after their issuance.

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 administration may relieve employees from duty temporarily with pay for a period of up to thirty (30) work days to permit the administration to investigate and make inquiries into charges and allegations concerning the employee. This suspension with pay may be imposed in addition to any suspension authorized pursuant to 20.3 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 **A. Effective January 1, 2008 salaries for unit employees shall be increased by three percent (3.0%) and paid in accordance with the salary schedule contained in Appendix A which is made a part hereof.**
- B. Effective January 1, 2009, salaries for unit employees shall be increased at the rate of the CPI-U Northeast Urban (non-seasonably adjusted) for the twelve (12) month period ended September 30th, 2008.**
- C. Effective January 1, 2010 salaries for unit employees shall be increased at the rate of the CPI-U Northeast Urban (non-seasonably adjusted) for the twelve (12) month period ended September 30th, 2009.**
- D. Effective January 1, 2011 salaries for unit employees shall be increased at the rate of the CPI-U Northeast Urban (non-seasonably adjusted) for the twelve (12) month period ended September 30th, 2010.**
- E. In addition to general wage increases provided hereby 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.**

F. Effective January 1, 2004 and each January 1st thereafter for the term of this Agreement, the County may re-open Sections 21.1, B, C & D respectively, for the sole purpose of negotiating increases to the wages for any employees the County must give notice to the Association of its desire to re-open said sections by February 1st.

G. During the term of this contract the Association agrees to designate unit employees and/or Association representatives to participate with County representatives in the study of the viability of creating and implementing a method of awarding step raises based on performance, in addition to those called for in 21.2, D above. The Association agrees to meet and work in good faith toward the goal cited herein, however, the parties agree that no performance based system effecting unit employees shall be put into effect which is not mutually agreed to and a product of the aforementioned study.

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 that 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 work day. 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.

- G. **Shift Supervisor – On any shift where a Licensed Practical Nurse (LPN) is acting as the Shift Supervisor, in the absence of a Registered Nurse (RN), he/she will be paid in addition to their regular rate of pay, a Shift Supervisor premium of three dollars (\$3.00) per hour. This premium will only be paid for hours actually worked on the shift. This affects the two Charge Nurses for East and West Wing, one Charge Nurse for the night shift, and one for Restorative Services.**

21.4 Employees who have completed ten (10) years of continuous service shall be paid in addition to their normal salary, the sum of \$350.00 annually; fifteen (15) years of continuous service shall be paid four hundred and fifty dollars (\$450.00) annually; twenty years (20) of continuous service five hundred and fifty dollars (\$550.00) annually and twenty five and above of continuous service six hundred and fifty dollars (\$650.00) annually. The amount will be paid with the first pay period in December of each year.

21.5 **A shift differential will be paid to all appropriate employees on the following basis**

Weekdays

2nd (3 pm – 11 pm) \$2.10

3rd (11 pm – 7 am) \$3.10

Weekend

1st (7 am – 3 pm) \$2.10

2nd (3 pm – 11 pm) \$4.10

3RD (11 pm – 7 am) \$5.10

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.

ARTICLE 22

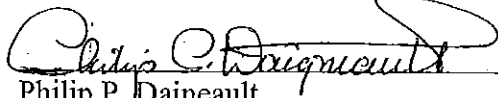
Duration and Renegotiation

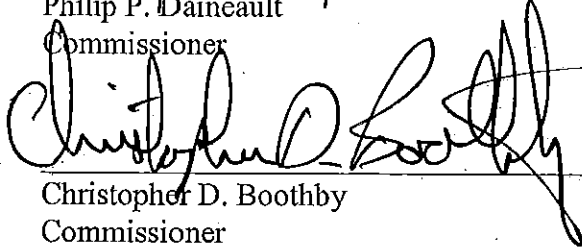
22.1 This Agreement as executed by the Parties shall remain in full force and effect ending at 11:59 p.m. on December 31, 2011

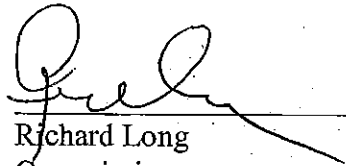
22.2 Renegotiation of this Agreement will be effected by written notification by one party to the other not earlier than **August 1, 2011** negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed this Agreement on this _____th day of January, 200_____

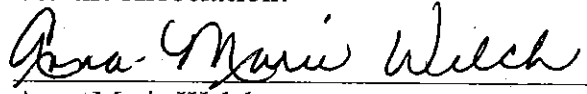
For the County:

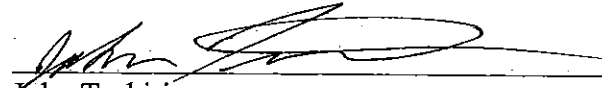

Philip P. Daineault
Commissioner

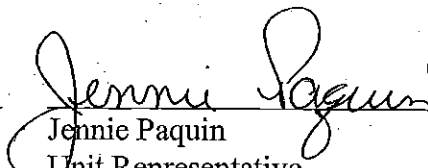

Christopher D. Boothby
Commissioner

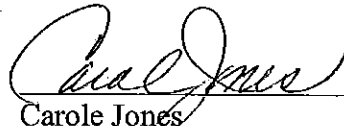

Richard Long
Commissioner

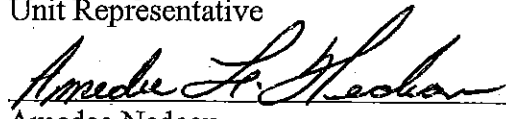
For the Association:


Anna-Marie Welch
SEA Negotiator


John Tsakiris
Unit Representative


Jennie Paquin
Unit Representative


Carole Jones
Unit Representative


Amedee Nedeau
Unit Representative

Nursing Home Employees - Union
01/01/2008 - 3%

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 12A	Step 12B
Grade 1	\$8.74	\$9.00	\$9.28	\$9.56	\$9.85	\$10.14	\$10.44	\$10.75	\$11.07	\$11.41	\$11.75	\$12.10	\$0.00	\$0.00
Grade 2	\$9.77	\$10.06	\$10.37	\$10.68	\$11.00	\$11.33	\$11.67	\$12.02	\$12.38	\$12.75	\$13.13	\$13.53	\$13.93	\$0.00
Grade 4	\$10.79	\$11.11	\$11.45	\$11.79	\$12.15	\$12.51	\$12.89	\$13.28	\$13.68	\$14.08	\$14.50	\$14.95	\$15.12	\$0.00
Grade 5	\$11.11	\$11.44	\$11.79	\$12.14	\$12.50	\$12.89	\$13.27	\$13.67	\$14.08	\$14.50	\$14.94	\$15.39	\$15.70	\$0.00
Grade 6	\$12.00	\$12.36	\$12.73	\$13.11	\$13.50	\$13.92	\$14.33	\$14.76	\$15.20	\$15.66	\$16.13	\$16.61	\$0.00	\$0.00
Grade 7	\$12.79	\$13.17	\$13.58	\$13.98	\$14.40	\$14.83	\$15.27	\$15.74	\$16.20	\$16.70	\$17.19	\$17.71	\$0.00	\$0.00
Grade 8	\$14.41	\$14.84	\$15.29	\$15.75	\$16.22	\$16.71	\$17.20	\$17.73	\$18.25	\$18.80	\$19.36	\$19.95	\$0.00	\$0.00
Grade 10	\$17.35	\$17.87	\$18.41	\$18.95	\$19.52	\$20.11	\$20.71	\$21.33	\$21.97	\$22.63	\$23.31	\$24.01	\$0.00	\$0.00
Grade 11	\$18.24	\$18.79	\$19.35	\$19.93	\$20.53	\$21.15	\$21.78	\$22.43	\$23.10	\$23.80	\$24.51	\$25.25	\$26.01	\$0.00

