

CONTRACT

between

HAMPSTEAD HOSPITAL

and

**STATE EMPLOYEES' ASSOCIATION OF NH, INC.
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1984, CTW, CLC**

Chapter 6

September 10, 2008 – March 31, 2010

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ARTICLE 1 -- RECOGNITION

SECTION 1A: The Professional Bargaining Unit

The Hospital recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the Professional Bargaining Unit comprised of:

All full-time, regular part-time, and temporary part-time: RNs, Social Workers, Psychiatrists, Psychologists, Teachers, Primary Therapists, Certified Therapeutic Recreational Specialists;

but excluding: All L.P.N.'s, Counselors, Teaching Assistants, Aides, Therapeutic Recreation Aides, Psychological Testers, Dietary, Housekeeping, Switchboard Operators, Drivers, Medical Records, Business Office, Maintenance, Secretaries, Nurse Executive, Program Directors, Comptroller, Medical Director, Administrator, and Shift Supervisors, as defined in the Act, and all others.

- (a) The term full-time employee is defined as an employee who regularly works thirty-two (32) or more hours per week.
- (b) The term regular part-time employee, as distinguished from a casual employee, is defined as any part-time employee in a covered classification who regularly works at least twelve (12) hours on average per week, but less than thirty-two (32) hours per week.
- (c) The term per diem employee is hereby defined as employees who work as needed throughout the year to cover earned time off, sick time, LOA'S, holidays and weekends, or other absences that cannot be covered by bargaining unit staff.

No bargaining unit vacancy may be filled by a per diem for more than 60 days. The Hospital agrees to make all reasonable efforts not to float, rotate, transfer or reassign employees to a different shift to accommodate a per diem employee's preference of the same job category or classification

However, the hospital can retain a per diem in a vacant position beyond 60 days if the position remains posted and the hospital documents to the union, active ongoing advertising/recruiting efforts.

- (d) Temporary Part-Time Employees:
 - (1) Effective August 29, 2004, the parties agree to include Temporary Part-Time positions in the bargaining unit.
 - (2) The Hospital agrees to review current schedules to identify temporary part-time positions and agrees to post said positions. But said review of schedules does not extend to summer prime time months.
 - (3) All provisions of this Agreement hold for temporary part-time positions with the

exception that temporary part-time positions are not permanent and may be changed, abolished, cancelled and/or modified without prior notice. In particular:

- a) Scheduled shifts of temporary part-time positions may be cancelled by management, contrary to Article 4, Section 1(b); and
- b) Temporary part-time positions are exempt from the provisions of
 - 1) Article 10 on health and welfare;
 - 2) Article 16 on seniority; and
 - 3) Article 17, Section 3, on layoffs.
- (4) An employee who has filled a temporary part-time position continuously for a minimum of six months may petition to convert said position into a regular part-time position.

SECTION 1B: The Technical Bargaining Unit

The Hospital recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the Technical Bargaining Unit comprised of:

All full-time, regular part-time, and temporary part-time: L.P.N.'s, Counselors, Teaching Assistants, Aides, Medical Records, Psychological Testers, Psychologist Secretaries, Psychiatrist Secretaries, Social Worker Secretaries, Ward Secretaries, and C.O.T.A.'s

but excluding: All R.N.'s, Social Workers, Psychiatrists, Psychologists, Teacher's, Primary Therapists, Certified Therapeutic Recreational Specialists, Dietary, Housekeeping, Switchboard Operators, Drivers, Business Office, Maintenance, all other Secretaries, Nurse Executive, Program Directors, Nurse Managers, Comptroller, Medical Director, Administrator, Shift Supervisors as defined in the Act, and all others.

- (a) The term full-time employee is defined as an employee who regularly works thirty-two (32) or more hours per week.
- (b) The term regular part-time employee, as distinguished from a casual employee, is defined as any part-time employee in a covered classification who regularly works at least twelve (12) hours on average per week, but less than thirty-two (32) hours per week.
- (c) Temporary Part-Time Employees:
 - (1) Effective August 29, 2004, the parties agree to include Temporary Part-Time positions in the bargaining unit.
 - (2) The Hospital agrees to review current schedules to identify temporary part-time positions and agrees to post said positions. But said review of schedules does not extend to summer prime time months.
 - (3) All provisions of this Agreement hold for temporary part-time positions with the

exception that temporary part-time positions are not permanent and may be changed, abolished, cancelled and/or modified without prior notice. In particular:

- a) Scheduled shifts of temporary part-time positions may be cancelled by management, contrary to Article 4, Section 1(b); and
 - b) Temporary part-time positions are exempt from the provisions of
 - 1) Article 10 on health and welfare;
 - 2) Article 16 on seniority; and
 - 3) Article 17, Section 3, on layoffs.
- (4) An employee who has filled a temporary part-time position continuously for a minimum of six months may petition to convert said position into a regular part-time position.

SECTION 2: Notification

- (a) At the time of initial employment, all new employees in a collective bargaining unit will be informed that the Union is their collective bargaining representative, and every new employee will meet with a designated Union Representative during the first week of employment.
- (b) The Hospital will also provide the Union (the Local 1984 office) twice a year (on each March 1 and October 1) with the following information on bargaining unit personnel, including name, address, telephone number, classification, wage rate, hours per week, hiring date of each bargaining unit employee, seniority, as well as the names of bargaining unit deletions.
- (c) This information will also be supplied to the Union (the Local 1984 office) for all new bargaining unit employees within one (1) week of their start date at the Hospital and for terminating employees within one (1) week of their last day of employment.

SECTION 3: Dues Deduction

- (a) The Hospital will deduct membership dues (including voluntary Union Political contributions, if authorized) or Agency Service Fee from the wages of those employees who are covered by this Agreement and who voluntarily authorize the Hospital to make such deductions on a proper authorization form.

This authorization form may include provision for automatic deduction changes resulting from step raises and/or cost of living adjustments.

- (b) The Hospital will forward said monies to Local 1984 together with the names of employees involved and amounts paid. Deductions will be made for each pay period and remitted to the Union during the week following the deduction.

SECTION 4: Agency Fee

- (a) Any full-time and regular part-time employee in the Bargaining Unit covered by this Agreement who is not a member of the Union shall pay to the Union an Agency Service Fee commensurate with the cost of Collective Bargaining and Contract Administration at Hampstead Hospital. Such fee shall be certified to the Hospital annually on the first date of the Contract year.
- (b) If within thirty (30) days after the signing of this Agreement or any successor thereof, or within thirty (30) days of a new employee commencing employment, whichever is later, a member of the Bargaining Unit is not a member of the Union, or in the alternative, has not agreed to pay said Agency Service Fee, the Union shall certify such names to the Employer.

However, Union membership or payment of the Agency Service Fee by Psychiatrists and Psychologists shall both be voluntary.

- (c) Within thirty (30) days of the written receipt of such certification of names the Employer shall discharge such employees for just cause as defined in this Contract provided, however, that the employees have not paid or agreed to pay Union membership dues or an Agency Service Fee prior to the effective date of termination.
- (d) The Union agrees to indemnify and hold harmless the Hospital against all damages, expenses, direct and indirect, including but not limited to attorney fees, incurred by reason of any action taken by the Hospital in regard to employees certified by the Union. This section is not to be construed as giving the right of participation in any way to the Union in preparation, prosecution, or defense of the above Agency Service Fee actions.

SECTION 5: Union Representation

- (a) A written list of Union Stewards and other officers and representatives shall be furnished to the Hospital immediately after their designation and the Union shall notify the Hospital in writing of any changes in said list as soon as practicable.
- (b) Union Stewards may request reasonable time off during workdays to investigate and settle grievances. Such release time shall not be unreasonably denied.

SECTION 6: Bulletin Boards

The Hospital will provide a bulletin board in an area not frequented by visitors or patients for the posting of meeting notices and related material on each unit and/or department.

SECTION 7: Nondiscrimination

Both parties to this Agreement shall continue their policies on nondiscrimination on the basis of race, religious belief, national origin, creed, color, sex, marital status, sexual preference, age, political activity and Union membership.

SECTION 8: Union Leave

There shall be an allotment of up to thirty (30) days of individual leave per calendar year for individuals to participate in Union activities. The Union must notify the Hospital thirty (30) days in advance of said leave. Requests for such leave will take precedence over other leave requests and shall not be unreasonably denied, except during prime time.

ARTICLE 2 -- MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Hospital to operate and manage its affairs in all respects, except as specifically covered by this Agreement. As to every matter not expressly covered by this Agreement, and except as expressly or indirectly modified by clear language and a specific provision of this Agreement, the Hospital retains, exclusively to itself, all rights and powers that it has, or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE 3 -- PROBATIONARY PERIOD

SECTION 1: Termination Without Cause

Each new employee shall be considered a probationary employee for a period of ninety (90) days, during which period the Hospital may discipline or terminate said employee without recourse or challenge by the Union or the individual.

SECTION 2: Earned Time Use Not Allowed

Earned time which may accrue during the probationary period may be applied, as needed, upon the completion of the probationary period.

SECTION 3: Classification Changes

An employee who assumes a new classification shall for the first ninety (90) days in such classification have the right to return to their original position without loss of his/her permanent status. The Hospital also retains the right to return an employee to his/her original position during this first ninety (90) days in a new classification without challenge by the individual or the Union under the Just Cause or other provisions(s) of this Agreement.

ARTICLE 4 -- HOURS OF WORK

SECTION 1: Work Week

- (a) The regular workweek consists of forty (40) hours per week. The regular workday shall consist of eight (8) consecutive hours, exclusive of lunch periods or agreed to flex-time.

- (b) Time schedules and days off shall be posted at least two (2) weeks in advance. Once posted, such schedules are subject to change only in the event of an emergency. The employee's immediate supervisor must apprise affected employee(s) of any such change at the time the change is made.
- (c) Employees hired to a Baylor Plan agree to work two (2) twelve-hour (12) shifts on the weekend for 36 hours pay. The number and duration of such positions are to be at the sole discretion of the Hospital.

SECTION 2: Overtime

- (a) All full-time employees will be paid at the rate of one and one-half (1 ½) times their normal hourly rate of pay for all hours over forty (40) in a normal workweek. All forty (40) of said hours must actually be worked or scheduled Earned Time off.
- (b) All regular part-time employees will be paid one and one-half (1 ½) times their normal hourly rate of pay for all hours worked in excess of eight (8) hours in one day, unless such hours in excess of eight (8) hours in one day have been scheduled in advance as agreed-to flex time.
- (c) All overtime must be authorized in advance by the Hospital. Any employee required to work overtime as defined above shall have the choice of receiving overtime pay or compensatory time off at the rate of one (1) hour for each one (1) hour worked. Such compensatory time must be scheduled according to the Hospital's needs and any time not taken by the end of the pay period following said accrual will automatically be paid as overtime.
- (d) Earned Time Off shall not be credited to the thirty-two (32) actually worked hours for full-time employees or to the sixteen (16) actually worked hours for part-time employees. Employees do not accrue ETO during overtime hours.
- (e) Prior to assigning an individual covered by the Agreement to mandatory overtime, the Hospital shall pursue all currently utilized and/or reasonable procedures to obtain a staff member who will voluntarily agree to fill the shifts. In the event that all such efforts fail, individuals will be assigned on a reverse seniority basis; provided, however, that such assignment shall be reviewed on an annual basis to ensure the equitable distribution of said shifts. All employees assigned mandatory overtime shall be paid at the rate of two (2) times their normal hourly rate for all mandatory overtime hours worked.
- (f) An employee holding medication keys, shall notify the supervisor if the employees replacement is not available. The supervisor will provide relief for the employee, or authorize overtime.
- (g) All overtime shall be recorded and computed to the nearest one-half (½) hour on a daily basis.

ARTICLE 5 -- JOB OPENINGS

SECTION 1: Posting

- (a) All vacancies occurring in positions covered by this Agreement which Management intends to fill shall be posted in all departments and units for one (1) week.
- (b) The posting shall include the job title, job description, qualifications, hours, open or closed unit, and salary.
- (c) Written notice of vacancies in any positions which occur while a unit employee is on layoff status shall be forwarded to the Union.

SECTION 2: Filling Vacancies

- (a) Any employee interested in this vacancy must make written application to the Department Head/Program Director within the one (1) week period.
- (b) Where qualified employees apply, they will be given preference over new hires. The position shall be filled on the basis of qualifications and ability. Where qualifications and ability are relatively equal between applicants, seniority will be the determining factor.
- (c) All employees filling a vacancy are expected to stay in that position for a minimum of six (6) months.
- (d) When an employee is awarded a position, pursuant to the contractual requirements, the Hospital shall so inform the employee in writing including the employee's targeted starting date in that awarded position. The targeted starting date shall be no later than forty-five (45) days from the date of the position's award except for exigencies beyond the control of the Hospital that may require that the starting date be delayed.

ARTICLE 6 -- GRIEVANCE PROCEDURE

SECTION 1: Purpose

- (a) The purpose of the procedure set forth hereinafter is to produce proper and equitable solutions of Grievances. All Grievances will be handled as provided in this article.
- (b) The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Both parties have the expectation to be treated with courtesy and respect throughout the grievance process.
- (c) Nothing in this Agreement shall prevent any employee from individually presenting any grievance to his/her employer, without representation of the Union, providing that the adjustment is not inconsistent with the terms of this Agreement and provided, further, that

the Union may be present at Grievance meetings (other than at Level 1) and state its position on the Grievance if the employee so desires.

- (d) Those Grievances reduced to writing and resolved without union representation shall be documented and forwarded to the Union within ten (10) working days.

SECTION 2: Definition

The following definitions shall apply for purposes of this Agreement:

- (a) Grievance shall mean a complaint by the employee that, as to such employee, the Hospital has interpreted and applied the Agreement in violation of a specific provision thereof.
- (b) An aggrieved employee shall mean the employee making the complaint.
- (c) For purposes of this article, working days shall mean Monday through Friday, exclusive of legal holidays.
- (d) By definition, any dispute over the contents of a performance evaluation is not a grievance and cannot be subject to the grievance/arbitration process.

SECTION 3: Limitations

A matter which is not specifically covered by the Agreement or which is reserved either by this Agreement or by common or statutory law, to the employer, is not subject to the Arbitration procedure set forth in Article VII. Only Grievances, as defined above, may be arbitrated under the provisions of Article VII.

SECTION 4: Rapid Processing

Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limits specified may be extended only by prior written mutual agreement.

SECTION 5: Grievance Levels

It is contemplated that grievance hearings at every level shall consist of a free and open exchange of the rationale for the action taken by management, the basis of the complaint by the Union, and a frank discussion of the remedies sought by the Union. The processing of Grievances shall be undertaken in accordance with the following procedures:

- (a) **Level 1** - The aggrieved employee shall present his/her grievance in writing and signed by the grievant to his/her immediate supervisor or to that Management individual who initiated the action grieved. The grievance shall be submitted within seven (7) working days of the day the aggrieved employee knew, or should reasonable have known, of the event or events on which the Grievance is based. The Supervisor/management representative shall meet with the employee within ten (10) days of the presentation of the grievance. The

supervisor/management representative shall present the grievant with an answer, in writing, within ten (10) days of such meeting unless an extension has been agreed upon, in writing, by both parties.

- (b) **Level 2** - If the Grievance is not resolved to the satisfaction of the aggrieved employee at Level 1, then the employee shall present his/her grievance to the employee's Department Head within seven (7) working days of the day the aggrieved employee received the response provided at Level 1.

A meeting between the employee and his/her Department Head shall be scheduled within seven (7) working days of the Department Head's receipt of said grievance. If no such meeting is scheduled within the prescribed time, then the aggrieved employee shall treat such failure to meet as a refusal (response).

- (c) **Level 3** - If the Grievance is still unsettled to the aggrieved employee's satisfaction at Level 2, the aggrieved employee shall submit the written grievance to the Administrator, or his/her designee, within five (5) working days of the due date for the response at Level 2. The Administrator and the aggrieved employee shall meet within five (5) working days of the submission of Grievance to the Administrator's level. The Administrator shall issue a written response within three (3) working days of said meeting.

SECTION 6: Non Response Denial

If a decision at any level is not provided within the time limits specified, the Grievance shall be deemed denied on the day the decision is due, if applicable, and shall be qualified to be taken to the next higher level.

SECTION 7: Time Limits

No grievance shall be considered which is not presented within the time limits specified in Level 2.

If a Grievance is settled, or if the action required to present the grievance to the next higher level shall not have been taken within the specified time limits, the Grievance shall be deemed to have been waived and shall not, thereafter, be subject to the Grievance procedure or the Arbitration procedure set forth in Article VII, unless such settlement is not enforced.

SECTION 8: Separate File for Grievance

All documents, communications, and records dealing with the processing of the Grievance shall be filed separately from the personnel file of the participant.

SECTION 9: Survival of Grievance

No grievance in process during the terms of this Agreement shall lapse because of the termination of this Agreement. Any such Grievance shall be disposed of under the procedures provided by this Agreement.

SECTION 10: Employee's Right

The Hospital and the Union recognize the right of the individual employee to bring a problem before the Hospital without filing a Grievance, if the problem has not been resolved at the Department Head Level. An employee's actions under this section shall follow the same time limits set forth in the sections above.

ARTICLE 7 -- ARBITRATION

SECTION 1: Notice of Arbitration

If the Grievance has not been resolved to the satisfaction of the aggrieved employee, the Union may by giving written notice to the Hospital, within ten (10) working days of the receipt of the Level 3 response, submit the Grievance to Arbitration. Such notice shall be addressed in writing to the then Hospital Administrator.

SECTION 2: Selection of Arbitrator

In the event that the Union elects to proceed to Arbitration, the Hospital, or its designee, and the Union will endeavor to agree upon a mutually acceptable Arbitrator and obtain a commitment from said Arbitrator to server. If the Parties are unable to obtain a commitment to serve, the Grievance shall be referred to the American Arbitration Association by the Union no later than twenty (20) days after the receipt of the notice of submission to Arbitration, Section 1. In such event, the Arbitrator shall be selected in accordance with the rules of the American Arbitration Association, then applicable to voluntary labor Arbitrations.

SECTION 3: Responsibility for Costs

The Hospital and the Union agree that they will individually be responsible for their own costs, preparation, and presentation. The Hospital and the Union further agree that they shall equally share in the compensation and expense of the Arbitrator.

SECTION 4: Arbitrability Not Waived

Questions of arbitrability are not waived and may be raised by either Party in Arbitration, or any other appropriate forum.

SECTION 5: Arbitrator Function

The function of the Arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain and no Arbitrator shall have any power or authority to award or determine any change in, modification or alteration of, addition to, or detraction from any other provision of this Agreement. The Arbitrator may or may not make his/her award retroactive to the initial filing date of the Grievance as the equities of the case may require.

SECTION 6: Separate Processing

Each Grievance shall be separately processed at any Arbitration proceeding here under unless the Parties agree otherwise.

SECTION 7: Written Opinion

The Arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the Arbitrator, if within the scope of his/her authority and power within this Agreement, shall be final and binding upon the Union and the Hospital and the aggrieved employee who initiated the Grievance.

ARTICLE 8 -- DISCIPLINE AND DISCHARGE

SECTION 1: Just Cause

No non-probationary bargaining unit employee will be discharged or be subjected to major disciplinary sanctions without just cause. For the purpose of this Section, major disciplinary sanctions shall mean action taken against an employee which results in the loss of pay or a written warning to be placed in the employee's personnel file.

The parties hereby agree that bargaining unit members may grieve written warnings, but that written warnings may not be taken into arbitration unless such written warnings cite patient abuse and/or neglect. The parties hereby agree that any written warning citing patient abuse and/or neglect shall be submitted to the arbitration process, provided in Article 7 (above) if the bargaining unit member desires such submission.

SECTION 2: Right of Union Representation

- (a) An employee shall be entitled to have a union representative, or fellow union member, present at an investigative interview or meeting, when he or she reasonably believes that the interview or meeting may result in disciplinary action against him/her.
- (b) If the employer requests a meeting, knowing that discipline is contemplated, the employee will be notified of the intent and nature of the meeting.
- (c) An employee may opt to forego Union representation at such meetings. In this event, the employee shall acknowledge his/her option by signing a statement verifying his/her wish to attend the meeting without a representative present.

SECTION 3: Acknowledgment of Reprimand

Any employee, given a written reprimand, shall acknowledge receipt thereof, by affixing his/her signature to said reprimand. Such signature shall only signify receipt, and not necessarily agreement, with said reprimand. Failure to sign said reprimand shall be just cause in itself, for further discipline.

ARTICLE 9 -- PERSONNEL FILE

SECTION 1: Employee Comments

All evaluative material placed into an employee's file must be acknowledged by the employee by signing in the space provided, subject to the provisions of Article VIII, Section 3, regarding failure of an employee to sign. The employee shall have the right to attach any comments to this material.

SECTION 2: Removal of Material

An employee may petition the Hospital Administrator at any time for a general review of that employee's file. Upon completion of such review, an employee may request that certain specific documents be removed from said file. Upon review of the Personnel Folder, the Hospital Administrator may, at his/her full discretion, remove from the personnel file the requested documents and/or any other documents he/she deems no longer appropriate. The Hospital Administrator will inform the employee in writing of all documents so removed. It is expressly understood between the parties that the Administrator's discretion shall extend to any and all documents within the personnel file except disciplinary reprimands. It is expressly agreed by the parties that any disciplinary reprimand that is over one (1) year old shall not be used in any subsequent disciplinary action and shall be removed from an employee's personnel file, upon the employee's written request, subject to the condition that the employee has received no additional related disciplinary reprimands during the ensuing year.

SECTION 3: File Access

Employees in the Bargaining Unit shall have access to their personnel file at reasonable times, and shall, upon request, be provided with copies of material contained in such records, provided that such request is reasonable and timely.

ARTICLE 10 -- HEALTH AND WELFARE

SECTION 1: Health Insurance

- (a) The Hospital will continue, for the duration of this Agreement, its present Health Insurance Program or a similar program.
- (b) The Hospital will pay a portion of the family health benefit premiums in accordance with the following schedule:

Beginning upon completion of three (3) months of service	25%
Beginning on 3rd anniversary	50%
Beginning on 6th anniversary	75%
- (c) Notwithstanding sub-sections (b) above, commencing in 2005 the Hospital and full-time employees shall share equally (50/50) in any increase in health insurance premiums over the premiums charged for 2004 for the respective plans.

- (d) The Hospital agrees to include the union in the annual Health Insurance policy renewal process.

Immediately upon receipt of notification from its Insurance Carrier of any rate change(s) to the current health insurance plan (usually, in late-November or early-December), the Hospital will notify the Union of said rate changes, as well as the Hospital's initial intention with regard to the rate change.

The Union will, if in disagreement with the Hospital's initial intention, and bearing in mind the limited period of time in which to react to the proposed changes, request a meeting to discuss alternatives and to arrive at a joint consensus.

The Hospital for its part pledges that it will approach the discussions with the intent and objective not simply to reduce its premium costs but to do so by balancing any cost reduction with the desires of its employees to maintain and retain the best possible insurance coverage for the monies expended.

The Union for its part will approach the discussions with the intent and objective to reduce or limit any potential increases in premiums and co-payments / deductibles without regard to requesting changes in other programs or benefits or other trade-offs.

It is in the parties' best interest to collectively arrive at a consensus regarding future changes in health care premiums that are mutually beneficial and satisfactory. In the event that one or both of the parties do not participate in the fashion and manner contemplated above, or if the parties can not reach a timely consensus regarding the premium increases, the parties reserve unto themselves the rights, privileges and obligations inherent in the current contract language as defined and explained, to the extent applicable, by past practice.

SECTION 2: Liability Insurance

- (a) The Hospital agrees to continue to provide a liability insurance policy for employee's acts or omissions occurring in their capacity of employees of the Hospital. This policy shall be maintained at least at the 2008 levels.
- (b) The Hospital specifically does not extend to employees malpractice or liability coverage other than that contained in the insurance policy.
- (c) Under no circumstances does the Hospital agree to indemnify an employee or provide legal assistance for acts or omissions not covered by the policy.

SECTION 3: Life Insurance

- (a) The Hospital will provide full-time and regular part-time employees, who have completed one (1) year of employment, with life insurance coverage in the amount equal to an employee's yearly salary.

- (b) Yearly salary is equal to those hours worked on a regular and not temporary service out of rank.
- (c) For purposes of this section, the yearly salary of each individual is to be computed for the contract year immediately preceding the contract year in question.

SECTION 4: Short Term Disability

The Hospital will provide all employees with Short-Term Disability insurance under the plan that the Hospital offers at no cost to the employee. The coverage shall be at 60% of the employee's regular wages.

SECTION 5: Pension

The Hospital will provide information to all employees on the 401(k) plan that the Hospital offers. The terms and conditions will be set by the Hospital.

SECTION 6: Section 125 / Cafeteria Plan

The Hospital will provide bargaining unit members with a Section 125/Cafeteria Plan so that employees may deduct, on a pre-tax basis, designated and allowable expenses for healthcare, child care, and any and all other types of expenses permitted under US Congressional legislation and / or IRS regulations.

SECTION 7: AFLAC Payroll Deduction

There shall be a payroll deduction "slot" designated for the payment of AFLAC supplemental insurance premiums to be made available to bargaining unit members who wish to participate in such a supplemental insurance program. Any such AFLAC supplemental insurance program and the premiums therefore shall be available at the sole expense of each participating employee and at no expense to the Employer, other than any expense involved in establishing and maintaining the payroll deduction.

ARTICLE 11 -- EARNED TIME

SECTION 1: Earned Time Rates

- (a) Employees will be credited during each pay period with earned time off in accordance with the following yearly rates:
 - (1) Beginning with employment: 33 days/year
 - (2) Beginning on 4th anniversary: 38 days/year
 - (3) Beginning on 7th anniversary: 44 days/year
- (b) Employees working in a Baylor plan position shall be allowed to take forty-eight (48) hours of earned time during the course of the year. This leave can be scheduled or unscheduled.

SECTION 2: Earned Time Redemption

Employees may redeem earned time at 75% of its value at any time; however any such redemption must be in an amount of at least ten (10) hours.

SECTION 3: Upon Termination

Upon termination with Hampstead Hospital, all earned time will be paid at 100% of its value to the terminated employee.

SECTION 4: Maximum Accumulation

Employees may accumulate earned time up to a maximum of 500 hours.

SECTION 5: Mandatory Use

Employees must take off the equivalent of two (2) weeks each year.

SECTION 6: Major Holidays

Major holidays: Christmas (3pm Christmas Eve Day, December 24, through 11pm Christmas Day evening, December 25), New Year (3pm New Year's Eve Day, December 31, through 3pm New Year's Day, January 1), Memorial Day, Independence Day, Labor Day, and Thanksgiving will be paid at a holiday rate of one and one-half times an employee's normal rate of pay.

If requested by the Hospital, to cover unscheduled staffing shortages that may occur during a specific holiday shift (not during the regular scheduling process) any hours over eight (8) hours on major holidays will be paid at double time.

SECTION 7: Bereavement and Jury Duty

Bereavement and jury pay are not included or affected by the earned time concept.

SECTION 8: Written Requests

All requests for time off shall be made in writing to the Scheduling Coordinator at a minimum of two weeks in advance of the time to be taken. Requests for time off shall not be unreasonably denied.

SECTION 9: Non-Prime Time

- (a) Non-prime time earned time requests will be granted on a first come, first served basis per unit. The Hospital will strive for the same per shift.
- (b) Earned time requests shall be submitted no more than six (6) months in advance.
- (c) Bargaining Unit employees shall not be denied earned time off to cover non-bargaining unit employees.

- (d) Response to non-Prime Time earned time requests shall be made in writing to the employee within five (5) business days of the request being made.
- (e) No more than three unattached weekends may be taken as earned time off in the course of a calendar year.

SECTION 10: Definition of Prime Time

Prime time is defined as:

- (a) July (the week that includes July 4), August and the first week of September (the week that includes Labor Day),
- (b) Thanksgiving week;
- (c) Christmas to New Year's week,
- (d) Winter and Spring breaks (that includes two (2) weeks per break that coincide with the local New Hampshire and Massachusetts school district breaks).

Requested ETO by the Employer due to decreases in the census shall not be considered as prime time ETO.

SECTION 11: Prime Time Requests

In the event an employee wishes to utilize earned time off during these periods, the following procedure will be utilized:

- (a) An employee must submit a written request to the Scheduling Coordinator.
- (b) Requests for summer prime time (July through the first week of September) must be submitted by April 1st of the calendar year to which the request applies.
- (c) Requests for Thanksgiving week prime time must be submitted by the September 1st that precedes the requested time.
- (d) Requests for Christmas to New Year's Week prime time must be submitted by the October 1st that precedes the requested time.
- (e) Requests for Winter Break prime time must be submitted by the December 1st that precedes the requested time.
- (f) Requests for Spring Break prime time must be submitted by the January 1st that precedes the requested time.
- (g) Response to prime time earned time requests shall be made in writing to the employee within fourteen (14) calendar days after submission deadline.

- (h) Not more than a combined total of three (3) prime time weeks may be taken in a calendar year. No more than two (2) of these weeks may be taken during the designated summer prime time.
- (i) Not more than one of the unattached weekends provided for in Article 11, Section 9 (e), above, may be taken during the designated summer prime time.
- (j) Requests for prime time will be granted by seniority.
- (k) In the event two (2) employees on the same unit request the same earned time the junior employee may negotiate a mutually agreeable switch with a comparable employee on their team. All switches must be approved in advance by the immediate Department Head and or Supervisor. Bargaining Unit employees shall not be denied earned time off to cover non-bargaining unit employees.
- (l) Requested ETO by the Employee due to decreases in the census shall not be considered as prime time ETO. Christmas, New Year's, and holiday staffing takes precedence over earned time requests.

SECTION 12: Physician's Note

Any employee required and/or scheduled to work on a weekend and/or holiday who calls in sick on either or both days of the weekend and/or holiday shall provide a physician's note in order to be paid for the lost time. Unless a physician's note is provided by the employee, the employee shall not be allowed to apply any accumulated earned time in order to receive payment for those day(s) not worked. The physician's note must conform that the employee, the employee's spouse and/or dependent has received medical treatment from a medical practitioner at either a doctor's office, a clinic or a hospital. A physician's note is required for any employee absent due to any reportable and/or contagious condition prior to the employee's return to work.

SECTION 13: Holiday Rotation

Requests for time off during the following seasons shall be granted on a yearly rotating basis: Memorial Day; Independence Day; Labor Day; Thanksgiving; Christmas; and New Year's Day. Rotation shall be based on employee written requests.

SECTION 14: Injury Bank

The Hospital will administer a bank of earned time of 1000 hours that can be used by employees who, because of injury resulting from patient interaction, are unable to report to work. This pool will only be used to cover employees during the first three (3) days in which they are unable to work and which are not reimbursable through Worker's Compensation.

SECTION 15: No Disability Accrual

Earned time will not continue to accrue while an employee is out of work due to Worker's Compensation/Disability leave of absence.

SECTION 16: Notice of Unscheduled Absences

Earned time will not be paid for unscheduled absence call-ins received less than:

- (a) Two (2) hours prior to the commencement of the scheduled shift start time for first shift; or,
- (b) Three (3) hours to the commencement of the scheduled shift start time for either second shift or third shift.

ARTICLE 12 -- LEAVE OF ABSENCE

SECTION 1: Leave

- (a) All employees who have completed one (1) year of continuous employment with the Hospital may apply for a personal, unpaid leave of absence of up to ninety (90) days.
- (b) Said leave is discretionary with the Hospital and may be granted depending upon the staffing requirements and the needs of the Hospital.
- (c) Employees returning from said leave shall be assigned to a position for which they are qualified. Such determination shall be at the Hospital's sole discretion.
- (d) All such employees returning from said leave shall be returned to their pay rate applicable on the initial date of the leave and all other previously accrued benefits shall be returned to them. In no event, however, shall the leave entitle them to superior benefits or seniority and the Hospital will assign a new anniversary date to reflect the leave of absence.

SECTION 2: Child Bearing Leave

A female shall be granted a leave of absence for up to four (4) months for the purpose of child bearing. Such leave shall be without pay, except the employee may apply her earned time off to that period of time in which she is actually disabled. Employees returning from such leave will be returned to their former position with no loss of pay or benefits.

SECTION 3: Child Raising Leave

- (a) Any parent, natural or adoptive, may request an unpaid leave of absence for up to one (1) year for the purpose of child rearing. Such leave may not be extended beyond one (1) year for any reason.
- (b) Employees returning to work from such extended leave shall be reinstated to the first available opening for which they are qualified. The Union specifically recognizes the fact that the Hospital is not obligated to terminate a probationary employee to provide said availability.

- (c) Employees returning from said leave shall be placed at the pay scale applicable to them at the first day of their leave of absence and all benefits accrued prior to said leave shall be restored to them upon return. The Hospital shall assign a new anniversary date to reflect the length of the leave of absence.

SECTION 4: Continuance of Health Insurance

Employees on childbearing leave of absence (see SECTION 2) shall continue to have their Health Insurance paid by the Hospital. Employees on other leaves will have the option of continuing participation in the Health Insurance Program, provided said employees pay one hundred percent (100%) of the insurance premiums.

ARTICLE 13 -- PAID LEAVE OF ABSENCE

SECTION 1: Bereavement Leave

In the event of a death in the immediate family of an employee, such employee shall be entitled to up to four (4) days of paid leave of absence, commencing from the date of the death of the relative. Immediate family shall include mother, father, spouse, significant other, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, brother-in-law or sister-in-law.

Bereavement leave will not be considered unscheduled time off and differential will be paid. In the event that an employee is using earned time when any such death occurs, the employee shall have the right to convert and/or redeem such earned time usage to bereavement leave.

SECTION 2: Jury Duty

- (a) A full-time or regular part-time employee who has been summoned to jury duty shall be paid the difference between all sums received as a juror and the amount the employee would otherwise have received for scheduled work at the Hospital.
- (b) To be eligible for this benefit, the employee must notify the Hospital promptly upon the receipt of the initial notice to serve as a juror, and submit photocopies of all checks received for said jury.

SECTION 3: Military Leave

All regular full-time and all regular part-time employees shall be entitled, during an annual tour of duty not to exceed fifteen (15) days, as a member of a Reserve Component of the Armed Forces, to receive his/her regular pay for otherwise scheduled work minus the amount earned while on tour.

ARTICLE 14 -- TUITION

SECTION 1: Employed for Six Months

New employees shall not become eligible for tuition reimbursement until after the completion of six (6) months of continuous employment.

SECTION 2: Advanced Approval

To be eligible for tuition reimbursement, courses must be approved in advance in writing by the Hospital, must be from an accredited educational institution, and must be job related. Tuition reimbursement will be provided for seminars and workshops. Determination of job relatedness shall rest solely with the Hospital.

SECTION 3: Expected Grades

Before reimbursement will be made, a transcript of the course and grade, and proof of payment of said course must be submitted to the Hospital. No courses shall be reimbursed unless the employee receives a grade of C or better.

SECTION 4: Reimbursement

Tuition reimbursement rates are as follows:

- (a) Full-time employees with more than three (3) years of service to the Hospital will be reimbursed at an 80% rate, up to a maximum of \$2,500/year.
- (b) Full-time employees with less than three (3) years of service to the Hospital will be reimbursed at a 60% rate, up to a maximum of \$2,100/year.
- (c) Part-time employees with more than three (3) years of service to the Hospital will be reimbursed at an 80% rate up to a maximum of \$1,700/year.
- (d) Part-time employees with less than three (3) years of service to the Hospital will be reimbursed at a 60% rate, up to a maximum of \$1,250/year.

SECTION 5: Employed at Time of Payment

To be eligible for reimbursement, an employee must be in the employment of the Hospital at the completion of the course and at the time of the submission for reimbursement.

ARTICLE 15 -- WAGES

SECTION 1: Wage Rates

- (a) Effective September 7, 2008 there shall be a four (4%) percent across the board cost of living adjustment for all employees in all bargaining unit positions. The Salary Schedule is

attached hereto as Appendix A.

- (b) The salary schedule shall consist of eight Steps. Step 8 shall not be a merit increase and advancement to Step 8 shall follow the existing procedure for all other step increases, that is, step increases occur on the anniversary date of each employee. There shall no longer be any discretionary or merit increase steps. All step advancements shall be subject to the grievance procedure.

SECTION 2: Direct Deposit of Payroll

- (a) One credit union will be designated by Hampstead Hospital for direct deposit of payroll checks.
- (b) Employees may elect for electronic transfer of payroll checks to the bank or credit union of their choice.

SECTION 3: Differentials

The following differentials shall be paid to employees who work during these shifts or in these capacities:

(a)	Evening Shift	\$ 1.75
(b)	Night Shift	\$ 5.50
(c)	Weekend Shift	\$ 3.00
(d)	Charge Nurse	\$ 1.50
(e)	Emergency Charge Nurse / Sprvrs*	\$ 10.00
(f)	Charge Counselor**	\$ 1.50
(g)	Supervisor	\$ 4.00
(h)	Baylor	6 hours

* defined as a nurse who functions both as a charge nurse and as a supervisor simultaneously on two (2) units

** a Counselor shall be designated by the Shift Supervisor to serve as Charge Counselor when a unit is not assigned a charge nurse dedicated to said unit

ARTICLE 16 -- SENIORITY

SECTION 1: Definition

Seniority for the purpose of this Agreement is to be defined as the length of continuous service in the Bargaining Unit as calculated from the original date of employment. Seniority shall not be accrued but shall not be lost during unpaid leaves of absence.

SECTION 2: Seniority List

- (a) The Hospital shall create and post a Seniority List in accordance with Article 1, Section 2 (b) and Article 16, Section 1, above.
- (b) That list shall be posted on the Union Bulletin Board and a copy shall be sent to the Union President.
- (c) The list shall be subject to challenge for forty-five (45) days from the positing and absent challenges thereafter be fixed and final except to add or delete names and to compute adjustments in accordance with SECTION 1 above.

SECTION 3: Loss of Seniority

Seniority shall be lost if an employee is:

- (a) Discharged for cause and not reinstated;
- (b) Upon resignation or retirement;
- (c) If an employee is laid off and remains so for a period of twelve (12) months;
- (d) If an employee fails to return to work for a recall within his/her department. Within ten (10) days of the Post Office's 1st Notice of Attempt to deliver Registered Mail. It shall be the employee's responsibility to keep the employer informed of his/her current address.

ARTICLE 17 -- MISCELLANEOUS PROVISIONS

SECTION 1: Worker's Compensation

The Hospital will continue to insure each employee under the current Workers Compensation Act.

SECTION 2: Meals and Dining Area

All Bargaining Unit employees on duty for a full shift shall receive one (1) meal provided by the Hospital. Staff rooms on the units will be designated and set aside as employee dining areas for at least one (1) hour per shift. An employee must request a mealtime and if not granted will receive overtime.

SECTION 3: Layoffs

- (a) No employee in the Bargaining Unit shall be laid off during the term of this Agreement without prior consultation with the Union when the need to layoff can be foreseen.
- (b) Written notice of intention to layoff shall be given to the Union fourteen (14) days prior to the intended layoff.

- (c) Layoffs shall be accomplished by seniority within a department (except as provided for in subsection (f), below) except where the Hospital determines a more junior employee is superior in qualifications. The burden is on the Hospital to justify their decision to choose a junior employee over a senior employee. Qualifications for such positions shall be determined when the positions are established and communicated to the Union.
- (d) Recalls to the same department shall be in inverse order of layoff from that department and based upon job classification and requirements.
- (e) An employee on laid-off status shall receive a response to a request for a letter of recommendation within three (3) working days of such request.

SECTION 4: Evaluations

- (a) There shall be at least one (1) evaluation of each employee annually. Employees shall be given a copy of their evaluation.
- (b) An employee's anniversary step increase shall not be delayed due to the failure to complete the employee's evaluation process in a timely manner.

SECTION 5: Call Back Pay

Any employee who is called back to work after his/her regularly scheduled workday shall receive at least four (4) hours pay. Call back shall not pertain to holdovers, early shift starts or the elongation of the normal workday.

SECTION 6: Labor/Management Committee

- (a) The Hospital and the Union will select an equal number of members to a joint Labor / Management Committee to discuss problems of mutual concern.
- (b) An agenda will be mutually prepared in advance of each meeting with input from both the Hospital and the Union concerning the topics to be discussed. Any issue of concern to either party may be discussed.
- (c) The Hospital/Union Committee will develop a series of staff development courses/seminars. The program will be job related and geared towards career advancement. There will be a report from the committee to the employees quarterly.
- (d) The Committee shall meet at the call of either party within ten (10) days of such a request.
- (e) The Committee will meet at least quarterly.
- (f) Employees selected to represent co-workers on the Labor / Management Committee shall be allowed to attend LMC meetings during work hours without a loss of compensation or

benefits. Employees who attend LMC meetings during non-work hours shall do so on their own time and shall not receive compensation for such time.

SECTION 7: Health and Safety Committee

- (a) It is recognized that the current Hospital Safety Committee is registered with the State of New Hampshire as the Joint Loss Management Committee. This Committee has been established for compliance with the State's Workers Compensation requirements RSA 281-A:64.
- (b) The Union shall have five (5) members serve on this committee, appointed by the Union.
- (c) Member shall be paid for safety committee work as required by law.

SECTION 8: Orientation

Each new employee will receive an orientation to the Hospital and to the duties of the position filled. A copy of this Agreement shall be provided to the employee by a representative of the Union.

SECTION 9: Weekend Differential

Weekend differential shall be paid for all shifts commencing on or after 23:00 hours on Friday and ending 23:00 hours on Sunday.

SECTION 10: Automobile Usage

Employees who are required by their job descriptions to transport patients shall be provided a Hospital vehicle for such use.

SECTION 11: Neglect and Abuse Investigations

A bargaining unit member who is suspended during an ongoing or pending neglect and abuse investigation shall be suspended with pay pending the outcome of such investigation.

ARTICLE 18 -- NO STRIKE

During the life of this Agreement, neither the Union nor any Union Officer, Representative, or employee shall engage in, induce, or encourage any strike (whether sympathetic, general, or any other kind), walk-out, work stoppage, sit-down, slow-down, withholding of services, or any other interference with the operations of the Hospital. The Hospital agrees not to conduct a lock-out. The Union and its Officers shall not be considered to have violated this article if they have used all reasonable efforts to prevent or cause to cease the activities prohibited by this article. In the event of a violation of this article, the Hospital or the Union, as the case may be, may at its option, institute any or all proceedings in Court, at Law, or in Equity, or in Arbitration pursuant to the procedures described in ARTICLES VI and VII.

ARTICLE 19 -- SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Union, for the life of this Agreement, each, voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

The waiver or breach of a condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of any, or all of the terms of this Agreement.

The Hospital and the Union herein agree this document represents the entire Agreement between the parties and that no other agreement, understanding, or past practice exists, except as is specifically enunciated in this Agreement.

ARTICLE 20 -- SEPARABILITY

If any Article or Section of this Agreement shall be held invalid by operation of law or by any government agency or any tribunal or Court of competent jurisdiction, the remainder of the Agreement shall be construed as remaining in full force and effect. In the event that any Article or Section is held invalid or without force of law, the parties herein agree to enter into negotiations upon the written request of either party for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

ARTICLE 21 -- DURATION

This Agreement will be effective September 10, 2008, and remain in full force and effect through March 31, 2010, or until such time as a successor agreement is executed by the parties.

Renegotiation of this Agreement will be effective by written notification by one Party to the other, but not earlier than October 1, 2009. Negotiations shall commence within two weeks of receipt of such notice.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives on this _____ day of September 2008.

FOR HAMPSTEAD HOSPITAL:

Phillip J. Kubiak, President

Patricia Shea, Psy.D., Dir. of Clinical Services

Kathleen Collins

FOR SEA of NH / SEIU LOCAL 1984, Chapter 6:

Matt Call, Chapter President

Katie Connell, Vice President

Roberta Stevens, Treasurer

George Reardon

Joyce Calzetta

Christopher Long, SEA Negotiator

REVISED: 9/4/08

Appendix A: Bargaining Unit Pay Scales

Effective date: September 7, 2008

Position:	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8
RN - staff	22.92	24.07	25.27	26.53	27.86	29.25	30.72	32.25
LPN - staff	18.20	19.11	20.07	21.07	22.12	23.23	24.39	25.61
Primary Therapist-CD	16.61	17.44	18.31	19.23	20.19	21.20	22.26	23.37
Couns-Senior	16.61	17.44	18.31	19.23	20.19	21.20	22.26	23.37
Couns-MA	14.13	14.84	15.58	16.36	17.18	18.04	18.94	19.89
Couns-BA	13.15	13.80	14.49	15.22	15.98	16.78	17.62	18.50
Couns-AD - INACTIVE	11.56	12.14	12.75	13.39	14.06	14.76	15.50	16.27
Couns-Aide - INACTIVE	10.40	10.92	11.47	12.04	12.64	13.27	13.94	14.63
INACTIVE	13.45	14.12	14.83	15.57	16.35	17.16	18.02	18.92
TRS-Cert	16.61	17.44	18.31	19.23	20.19	21.20	22.26	23.37
Soc Wkr-MSW	20.26	21.27	22.34	23.45	24.63	25.86	27.15	28.51
Educ Assistant	11.56	12.14	12.75	13.39	14.06	14.76	15.50	16.27
Med Rec (all positions)	14.85	15.59	16.37	17.19	18.05	18.95	19.90	20.90
Secretary - INACTIVE	12.62	13.25	13.91	14.60	15.33	16.10	16.91	17.75
Admin Asst - INACTIVE	13.27	13.93	14.63	15.36	16.13	16.94	17.78	18.67

Differentials:			
Evening	\$1.75	Weekend	\$3.00
Night	\$5.50	Charge	\$1.50
		Supervisor	\$4.00