

CONTRACT

between

Wellpath Recovery Solutions, LLC

and

**State Employees Association of NH, Inc., Service Employees
International Union, Local 1984**

Chapter 6

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TO BE DETERMINED

Preamble

This contract is made and entered into between WELLPATH RECOVERY SOLUTIONS, LLC, (“the Employer”) and STATE EMPLOYEES’ ASSOCIATION OF NEW HAMPSHIRE, INC. LOCAL 1984, SERVICE EMPLOYEES INTERNATIONAL UNION (“the Union” or “the Association”).

In consideration of the mutual covenants herein set forth, the Parties hereto, intending to be bound hereby, agree as follows:

Article 1 – Purpose

The general purpose of this Agreement is to set forth agreements reached between the Employer and the Union with respect to wages, hours, benefits and other terms and conditions of employment for personnel employed by the Employer at Hampstead Hospital who are in a recognized bargaining unit described in this Agreement.

ARTICLE 2 – Recognition and Unit Description

2.1 The Professional Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, benefits 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.

2.2 The Technical Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, benefits 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.

2.3 Definitions

- (a) Full time employee: Any employee who is regularly assigned thirty (30) or more hours per week shall be deemed a full-time employee.
- (b) Part-time employee: Any employee who is regularly assigned at least twelve (12) hours on average per week, but less than thirty (30) hours per week shall be deemed a regular part-time employee.
- (c) Per diem employee: Any employee who does not work a “regular schedule,” but is used on an as-needed basis to cover paid time off, sick time, leaves, holidays and weekends, or other absences that cannot otherwise be covered by full time or part time employees at their regular wage rate. Except where sufficient time does not exist to allow for it or operational needs otherwise dictate, full time and part time employees will have the opportunity to volunteer to cover the needed hours under applicable procedure for seeking such volunteers, but only if the employee could work the hours at his or her regular wage rate rather than an overtime rate. Per diem employees shall not be covered by this Agreement.
- (d) Temporary employee: Any employee who is regularly employed by the Employer at some other facility, but who is working at Hampstead Hospital on a “regular schedule” for a limited period of time, shall be deemed a temporary employee. The Employer shall have the right to use such temporary employees to fill vacant positions so long as the position remains “posted” in the Employer’s usual manner for doing so (at least as a generic category relative to the job classification if not a specific position tied to a particular shift/work days); no regular bargaining unit employee is laid off as a result of the use of any such temporary employee and no regular bargaining unit employee loses any regular hours (as opposed to potential overtime hours) as a result of the use of any such temporary employee. Temporary employees shall not be covered by this Agreement.
- (e) Agency personnel: Any individual who is provided by an agency and not directly employed by the Employer shall be deemed agency personnel. The Employer shall have the right to use agency personnel to fill vacant positions so long as the position remains “posted” in the Employer’s usual manner for doing so (at least as a generic category relative to the job classification if not as a specific position tied to a particular shift/work days), no regular bargaining unit employee is laid off as a result of the use of any such agency personnel and no regular bargaining unit employee loses any regular hours (as opposed to potential overtime hours) as a result of the use of any such agency personnel. Agency personnel shall not be covered by this Agreement.
- (f) Irregular part time employee: All other employees who are assigned the duties of bargaining unit job classifications shall be deemed irregular part-time employees and shall not be covered by this Agreement.

Article 3 – Management Rights & Prerogatives

1. The rights and all powers, functions, responsibilities, and authority necessary for, or associated therewith, to carry out the ordinary and customary functions for the management and operation of the enterprise, and the direction of the workforce, are vested with the Employer. Unless otherwise specifically limited by this Agreement, the rights retained by the Employer, whether expressly reserved herein or generally considered to be inherent to the managerial discretion include, but are not totally inclusive of, the right to:

- a. determine organizational structure;
- b. determine the number and types of employees required;
- c. select and direct personnel;
 - d. hire, lay off, and promote;
 - e. discipline employees for just cause;
- f. determine work to be performed by, and assign duties to, the workforce;
- g. assign or transfer, temporarily or permanently, employees to other duties as operations may require;
- h. establish, change, combine, and eliminate jobs, positions, or job classifications;
- i. determine methods, processes, and procedures of operations;
- j. introduce new, eliminate or change methods, processes, and procedures or equipment including, but not limited to, utilization of technology recognizing that in some situations such change in the method or methods of operations may produce a change in job duties and reduction of personnel, so long as the Employer provides reasonable, advance notice to the Association of any such change and, upon request, bargains with the Association until the parties reach agreement or impasse, at which point the Employer may proceed (with the exception that the Employer has no obligations under this subsection if the change is “de minimis”);
- k. change the work week, so long as the Employer provides reasonable, advance notice to the Association of any such change and, upon request, bargains with the Association until the parties reach agreement or impasse, at which point the Employer may proceed;
- l. determine the qualifications, skills and abilities needed and preferred for any position and evaluate the qualifications, skills, and abilities of employees;
- m. establish quality and work standards, provided that such standards shall not be inconsistent with any express term of this Agreement and so long as the Employer provides reasonable, advance notice to the Association of any such change and, upon request, bargains with the Association until the parties reach agreement or impasse, at which point the Employer may proceed (with the exception that the Employer has no obligations under this subsection if the change is “de minimis”);
- n. evaluate the performance of employees and take action consistent, in whole or in part, in consideration of such standards (subject to the Union’s right to challenge any disciplinary action taken based on any such evaluation based on lack of just cause);
- o. determine the number of employees needed at any time and in any capacity on any shift and assign employees to such shifts or schedules;
- p. discontinue operations, in whole or in part, subcontract, transfer, or sell or otherwise dispose of its business, in whole or in part; and,

- q. in all respects, otherwise take such measures as management may determine to be necessary to the orderly or economical operation of the business, provided such measures are not inconsistent with any express term of this Agreement.

2. The Employer retains the right to establish and enforce work rules, procedures and policies, not otherwise set out in this Agreement or in existence at the time of this Agreement, designed to maintain discipline, safety, and order or otherwise related to the performance of the employees' jobs and operation of the facility, including handbooks. The Union, on behalf of itself and the employees, agrees that the employees are obligated to comply with any such policies, rules, etc., to the extent such policies, rules, etc. do not conflict with any express term of this Agreement, and shall be subject to disciplinary action, up to and including termination, in accordance with just cause for a failure to comply therewith.

3. The Employer may require, as a condition of employment or continued employment, any employee or potential employee to submit to a drug testing, wellness testing, physical examination, eye, or hearing examination, at any time, or other examination similarly related to the employee's fitness for duty, satisfaction of or degree of skill and ability in meeting job qualifications, or compliance with Employer policies, federal, state, or local regulations or recommended protocols, or as may be required by an underlying governmental services contract, by a health care provider of the Employer's choosing. The Employer may, in whole or in part, rely upon the results of any such examination in evaluating compliance with Employer, federal, state, or local policy or those of the contract governmental agency, the ability of the employee or potential employee to perform efficiently, effectively, and safely and may accommodate, retract any offer of employment, disqualify, or take other action deemed appropriate by the Employer. Further, employees will be covered by and subject to the drug and alcohol use, testing, and disciplinary procedures now in place or as may be put in place during the term of this Agreement. Any such testing as indicated above shall occur at the sole cost of the Employer and shall only be administered for cause, specifically, pre-hire, post-accident/incident and reasonable-suspicion testing.

4. The Employer retains the right to take whatever actions may be necessary to carry out the mission of Hampstead Hospital in situations of emergency, the determination of such situations to be the prerogative of the Employer. For purposes of this section, "emergency" is defined as any condition or situation out of the ordinary which requires immediate action to avoid danger to life, health or safety of a patient, or to prevent losses to the Employer, an employee or the general public.

5. The Union recognizes the principle of management responsibility, and that the Employer must furnish satisfactory service in accordance with the demands and directives of the State of New Hampshire. Any policies, rules, regulations, plans, standards, or directives which are now in effect, or which may be later imposed upon the Employer by the State, or any other governmental agency having jurisdiction, during the term of this Agreement, will apply with equal force and effect to the employees hereunder and the Union, on behalf of itself and the employees, agrees that the employees are obligated to comply with any such policies, rules, etc., to the extent such directives, policies, rules, regulations, plans, standards and the like do not conflict with any express term of this Agreement, and shall be subject to disciplinary action, up to and including termination, in accordance with just cause for a failure to comply therewith.

Article 4 – Association Rights

4.1 Notification

- (a) As part of the “onboarding process,” the Employer will provide to all new employees informational materials about the Association provided by the Association to the Employer for such purpose. Such packets will not contain any derogatory information about the Employer or Hampstead Hospital.
- (b) The Employer will provide via email the Union (the Local 1984 office) once per month with the information on bargaining unit personnel, including name, address, telephone number, classification, wage rate, regular hours scheduled per week, hiring date of each bargaining unit employee, seniority, as well as the names of bargaining unit deletions.

4.2 Employee Orientation: Unit employees shall be entitled to an Employer orientation within thirty (30) calendar days of hire. The orientation may be presented in written form, by video, in person or by any combination of presentation methods.

4.3 The Employer shall make available information on all benefit programs provided by the Employer.

4.4 Union Access

4.4.1 A duly authorized representative of the Union may have access to Hampstead Hospital for the purpose of conferring with the Employer’s bargaining unit employees or meeting with the Employer so long as the Union representative does not interfere with, disrupt or interrupt, in any way, the operation of Hampstead Hospital or the duties of any employee. Union representatives shall not enter any area dedicated to patient care, including but not limited to living units for patients, except by agreement which shall not be unreasonably withheld or if permission is granted by the State. If it is necessary to enter into such an area, the Union representative and Employer shall work cooperatively to provide for such a situation before the area is accessed and the Union representative otherwise shall respect the privacy rights of patients.

4.4.2 A Union representative desiring such access shall contact the Employer’s Executive Director in writing (which may be via email) and inform that person of the circumstances and times of the requested visit. To the extent practicable, the Union representative shall provide at least one week’s advance notice and, if not practicable, as much notice as possible. Except in short emergency or short notice situations, it will be presumed it will be possible to provide at least two business days’ notice and Union representatives will do so, unless the situation does not allow for such notice, in which case the Union representative will provide as much notice as possible. The Union representative must receive written approval from Employer’s Executive Director prior to the visit, but the request to visit will not be unreasonably denied, which includes a consideration of relevant operational factors.

- 4.4.3** If the Union otherwise has a right to access Hampstead Hospital as a result of a bargaining relationship between the Union and the State of New Hampshire (relative to individuals who are not employed by the Employer) and those rights include access to any sort of meeting room, the Union representative shall not unduly interfere with the Employer's operations or the duties of its employees when present at Hampstead Hospital for such a meeting with employees of the State of New Hampshire. Unless any conversation with one of the Employer's employees is very brief, the Union representative shall remind the employee that the employee should be working while "on the clock" unless the employee is on a break.
- 4.4.4** Recognizing that the Employer has no obligation, but it not prohibited from doing so, to provide a room or other space for such orientation to take place, the Association will be allowed to conduct up to a one half hour orientation during lunch periods and/or quarterly (January, April, July and October) for any new employees prior to the commencement or immediately after the termination of the employee's shift. This will be arranged at least ten (10) calendar day in advance. Any such orientation shall be unpaid by the Employer, relative to any employee giving the orientation and any employee receiving the orientation and attendance on the part of any new employee shall be voluntary. Other than approving the date and time, which approval shall not be unreasonably denied, the Employer shall have no other role or obligation relative to such orientations. If an employee asks, the Union shall make clear that attendance is voluntary and unpaid.
- 4.5** **Bulletin Boards:** The Employer shall furnish two bulletin boards for the use of the Union. The Union shall use this board for posting of notices pertaining to recreational and social activities, Association elections, reports of the Association, or its committees, Association meetings notices, decisions of the National Labor Relations Board (NLRB), and judicial decisions affecting national employee labor relations. Only Union Stewards and Union Officials shall be allowed to post the above-referenced information on these bulletin boards, and they shall sign and date any information that they post. The Association shall not post any materials which are obscene, defamatory, contain any derogatory information about the Employer or Hampstead Hospital or otherwise impair the operation of Hampstead Hospital.
- 4.6** **Custodian of Record:** The Association shall be the sole custodian of record of union membership and all applicable documentation related thereto.
- 4.6.1** The Association shall provide notice to the Employer of those employees who are union members when they have completed and submitted a membership application to the Association.
- 4.6.2** All bargaining unit employees who have not been identified by the Association in 4.6.1 above shall be considered an Agency Service Fee Payor.

Article 5 – Dues Check-Off

5.1 Dues Deduction

Subject to the limitations of any state or federal law, the Employer will deduct membership dues (including voluntary Union Political contributions, if authorized) from the wages of those employees who are covered by this Agreement and who have authorized the Association to receive such deductions as noticed by the Association in accordance with this Agreement.

5.2 Agency Service Fee

- (a) Any full-time and regular part-time employee in the Bargaining Unit(s) 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 related to the bargaining units covered by this Agreement. Such fee shall be certified to the Employer 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.
- (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.

5.3 Other

- (a) The Employer will forward all dues and Agency Service Fees deducted 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 by the 15th of the month following the month in which the deductions were made.
- (b) The Employer agrees it shall not cease or alter dues or Agency Fee Service Fee deductions for any employee unless it has received notice from the Association that said member has validly withdrawn from paying dues in accordance with the applicable agreement between the employee and the Association.
- (c) While the Association will maintain all original authorization forms relative to membership dues, Union political contributions and Agency Service Fee payors, the Association shall forward copies of all such authorization forms to the Employer and the Employer will have no obligation to deduct any dues or fees relative to an employee until it has received the relevant authorization forms for that employee. Deductions will start the first of the next pay period following the Employer's receipt of the necessary authorization

form(s) for a particular employee. In addition, any obligation of the Employer to deduct dues or fees under this Article is contingent on the Union setting up and maintaining the means for electronic funds transfer.

- (d) The Employer's obligations to withhold dues and Agency Service Fees under this Article shall remain in effect only so long as this Agreement is in effect.

5.4 Indemnification

The Union agrees to indemnify and hold harmless the Employer, and all its current and former employees, officers, directors, agents and representatives, from harm against any and all claims, demands, suits, damages, costs, expenses, direct and indirect, including but not limited to attorney fees, or any other form of liability of any kind or recovery of damages, incurred by reason of any action taken by the Employer in regard to employees certified by the Union under any language set forth in this Article. This section is not to be construed as giving the right of participation in any way to the Union in preparation, prosecution, or defense against any of the above-listed actions.

Article 6 – Union Representation

- 6.1 Non-discrimination:** The Employer agrees there shall be no discrimination against any Steward because of his or her duties as an Association official or member. The Association shall furnish the Employer a list of the Stewards, which shall not be more than three and keep the list current.
- 6.2 Use of Work Time:** Should a steward attend an investigatory interview or any other meeting with the Employer as a Union representative at a time the steward otherwise would be working, the steward's attendance will be paid. Each Steward, before carrying out his/her responsibilities in accordance with this section shall first obtain the consent of his/her immediate supervisor, which shall not unreasonably be withheld. Any other Union business shall be conducted before or after the steward's assigned shift or during non-work times and in non-work areas.
 - (a) Any caucus (otherwise permissible under federal law) held before an investigative interview or during a meeting with the Employer as described above shall be considered part of the interview or meeting, for which the Steward will be paid if the Steward otherwise would be working.
 - (b) The Steward will not abuse the right to any such caucus and the Employer will pay the Steward, if otherwise entitled to payment under this Section, for such time as is reasonable under all of the circumstances.
- 6.3 Representation of Employees:** The Parties agree that in all cases the principles of "Weingarten" and other applicable case law shall be observed.

Article 7 – Probationary Period(s)

- 7.1 Each new employee shall be considered a probationary employee for a period of ninety (90) days, during which period the Employer may discipline or terminate said employee without recourse or challenge by the Union or the individual.
- 7.2 Earned time which may accrue during the probationary period may be applied, as needed, upon the completion of the probationary period.
- 7.3 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, but only if the original position has not been filled on a permanent basis by that time. The Employer 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 8 – Work Week

- 8.1 The work week shall run from Sunday through Saturday. In the event that the Employer wishes to change the workweek, the parties will meet to determine the transition from one workweek to another. So long as the Employer provides a reasonable amount of notice, if the parties are not able to reach agreement or impasse prior to the proposed implementation date, the proposed changes may be implemented, whether or not further bargaining is necessary to reach an agreement or a good faith impasse.
- 8.2 Time schedules and days off shall be posted at least two weeks in advance. (The Employer will endeavor in good faith to post schedules at least three (3) weeks in advance. The Union may grieve any alleged failure on the Employer's part in this regard.) 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.
- 8.3 Shift assignments shall be defined as follows:
- (a) Day Shift – 7:00 am to 3:30 pm;
 - (b) Evening Shift – 3:00 pm to 11:30 pm;
 - (c) Night Shift – 11:00 pm to 7:30 am;
 - (d) Alternate Shift – the Employer may schedule an employee's shift as determined by the needs of the Employer (for example: 6:00 am to 2:00 pm, 8:00 am to 4:00 pm, 11:30 am to 7:30 pm or 2:00 pm to 10:00 pm).

If the Employer should ever have a need/desire to modify one or more shifts set forth in (a) – (c), it shall provide the Union as much notice as possible and, if requested, bargain with the Union over the impacts of such a change in accordance with federal labor law.

Breaks: Whenever conditions allow, as determined by management/supervisors, employees will receive a fifteen (15) minute rest break period during each four (4) hours worked. Employees shall be punctual in ending rest break periods and the failure to do so may result in disciplinary action. If an employee fails to take a rest break period, for whatever reason, the employee is not entitled to leave before the end of the employee's normal schedule, absent written approval from his or her supervisor to do so.

Article 9 – Overtime and Miscellaneous Issues

- 9.1** All bargaining unit employees will be paid at the rate of time and one-half (1 ½) times their normal hourly rate of pay for all hours worked over forty (40) in a workweek. All forty (40) of said hours must actually be worked.
- 9.2** All overtime must be authorized in advance by the Employer.
- 9.3** The Employer uses a scheduling management system to schedule employees. All employees seeking to volunteer for extra hours or shifts that become available must use this system, and only this system, for such purposes. Prior to mandating that an employee work additional hours, overtime or otherwise, unless there is not sufficient time or operational needs dictate otherwise, the Employer will determine whether any other employee has volunteered for the open hours (with first preference going to employees who can work the additional time at regular wage rate rather than overtime rate). If it is necessary to mandate an employee to work the additional shift or hours, the Employer has the right to mandate based on all relevant factors, including but not limited to, holding an employee over who is already working, calling an employee in early who would be working the next shift already and selecting employees who can work the hours at a regular wage rate before an employee who would be paid overtime rate.
- 9.4** An employee holding medication keys shall notify the supervisor if the employee's replacement is not available. The supervisor will provide relief for the employee, or authorize overtime.
- 9.5** The parties acknowledge and agree that a sufficient number of employees trained on the use of restraints should be working at any given time. Recognizing that operational challenges might be a limiting factor on occasion, the Employer will in good faith use reasonable efforts to staff the Hospital accordingly.

Upon request by either party, the subject of the normal staffing levels and policies related thereto shall be a subject of the Labor/Management Committee provided for pursuant to Section 20.6 of this Agreement and/or the Health and Safety Committee provided for pursuant to Section 20.7 of this Agreement and, if so, the parties will discuss in good faith the acceptable and maintainable staffing levels for Hampstead Hospital.

- 9.6** The Employer shall have the discretion to pay a bonus to employees who are not otherwise scheduled to work, so long as the Employer provides advance notice to the Union. The payment of such a bonus shall be paid within a reasonable amount of time, taking into account such factors as the timing of the work day in question relative to the end of the current pay period, how soon the request for the bonus can be submitted relative to the end of the current pay period, general operational concerns, etc.
- 9.7** Prior to mandating an employee to cover a shift or part of a shift the Employer will seek volunteers and mandating will be used only if the Employer has in good faith exhausted all reasonable efforts to find the needed volunteers. Recognizing that mandating that an employee work overtime has a significant impact on an employee, the Employer will attempt to minimize the need to mandate overtime and will provide as much notice as reasonably possible to an employee mandated to work overtime. Mandating will be done on a rotating basis based on reverse seniority amongst employees qualified to work the open shift/hours. Each employee has the right, once per calendar year, to opt out of a mandated overtime situation, in which case the employee will be the next employee mandated for the next occasion before the next, most senior employee is mandated. (If, by some chance, everyone uses their “opt out” for the same work day, the Employer shall have the right to mandate the least senior, qualified employee to work and the first employee will not be “charged” with the use of the “opt out.”) If mandating an employee would result in that employee exceeding 24 hours of overtime in one work week, the Employer shall have the right to skip that employee, in which case the next, most senior employee shall be mandated and the first employee will be mandated on the next occasion. In the event that an employee is mandated more than three (3) times in a two (2) month period, and the employee already has utilized the right of “opt out” set forth above, the employee will receive two (2) times their regular rate for the mandated hours. (In no event will the employee be entitled to time-and-a-half (1½) plus two (2) times the employee’s regular rate for any such hours under this or any other provision of this Agreement.).

Article 10 – Job Openings

- 10.1** Vacancies for positions covered by this Agreement will be “posted” online using one or more systems used by the Employer for open positions nationwide. Employees who are interested in an open bargaining unit position, and have at least six months’ employment with the Employer and who otherwise meet the minimum experience and educational requirements for the position, must apply online using one of these systems.
- 10.2** Where current employees apply for a vacancy, they will be given preference over an individual not currently employed by the Employer so long as the current employee’s qualifications and ability are equal to or better than the other individual’s qualifications and ability, in the sole discretion of the Employer. If multiple, current employees apply for a vacancy and their qualifications and ability are relatively equal, in the sole discretion of the Employer, seniority will be the determining factor. All employees filling a vacancy are expected to stay in that position for a minimum of six (6) months. The Employer retains the discretion to waive this requirement.

- 10.3 When an employee is awarded a position, pursuant to the contractual requirements, the Employer shall so inform the employee in writing including the employee's targeted starting date in that awarded position.

Article 11 – Grievance and Arbitration Procedure

11.1 A grievance is defined as an alleged violation by the Employer of a specific expressed written term or provision of this Agreement. Except where specifically exempted by the expressed terms of this Agreement, the grievance and arbitration provisions set out herein shall be the exclusive method to be followed by the Union and employees in the adjustment or settlement of all questions or disputes concerning the meaning, interpretation, application, or enforcement of any express written provision of this Agreement.

11.2 All time limits herein are calendar days and, in each instance, are jurisdictional in nature meaning they must be met as condition to consideration of any grievance filed herein. If the Union fails to comply with any time limit herein, the grievance shall be null and void and an arbitrator has no jurisdiction over any such grievance under this Article or Agreement. Time limits may be extended or waived only by mutual agreement of the parties in writing. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto. If no answer is given when due, the Union shall have the right to take the grievance to the next step within the time limitations set forth herein.

1. Step 1

a. A grievance must be submitted to the Hampstead Hospital's Human Resource Manager/Office within fifteen (15) days of the earlier of (1) the date on which the Union knows or reasonably should have known or (2) the date on which the affected employee knows or reasonably should have known of the incident giving rise to the grievance.

b. Only a Union steward or authorized Union representative shall have the right to file a grievance under this Article.

c. A grievance shall be considered null and void and an arbitrator has no jurisdiction over a grievance under this Article or Agreement unless all of the following requirements are met. A grievance must:

- 1) be in writing;
- 2) be signed by the Union steward or authorized Union representative filing the grievance;
- 3) be signed by the grievant (which includes an electronic signature on a PDF document or a signature by another individual indicating he or she has been given the grievant's consent to sign on behalf of the grievant);

- 4) specify in detail the facts upon which the grievance is based (including the date, time and location of the alleged violation)
- 5) specify the specific provision(s) of the Agreement allegedly violated; and
- 6) state the remedy sought.

d. The Employer's Hampstead Hospital's Human Resource Manager/Office has ten fifteen (15) days in which to provide to the Union a written response to the grievance.

2. Step 2

a. If the grievance is not satisfactorily resolved at Step 1 or the Employer fails to provide a response within the stated time limits, the Union may move the grievance to Step 2 by submitting the grievance to the Hampstead Hospital's Executive Director or designee within fifteen (15) days after the Employer provides its Step 1 response or the deadline for the Employer's Step 1 response, whichever is earlier.

b. The Employer's Hampstead Hospital's Executive Director or designee has fifteen (15) days in which to provide to the Union a written response to the grievance.

3. Step 3

a. If the grievance is not satisfactorily resolved at Step 2 or the Employer fails to provide a response within the stated time limits, the Union may move the grievance to Step 3 by submitting the grievance to the Employer's Vice President of Labor Relations within fifteen (15) days after the Employer provides its Step 2 response or the deadline for the Employer's Step 2 response, whichever is earlier.

b. As part of its Step 3 submission, the Union shall provide the Employer's Vice President of Labor Relations with at least 3 dates and times within the following fifteen (15) days when the Union representative is available to meet (via telephone or Zoom or similar format) to discuss the grievance. If the Employer's Vice President is not available at any of those times, the parties will work in good faith to schedule an alternative time. Absent the parties' written agreement otherwise, the Employer's Vice President and the Union representative shall conduct this discussion within that fifteen (15) day period. The Employer's Vice President of Labor Relations has fifteen (15) days after the referenced discussion with the Union in which to provide to the Union a written response to the grievance.

4. Step 4 - Arbitration

a. If the grievance is not satisfactorily resolved at Step 3 or the Employer fails to provide a response within the stated time limits, the Union may move the grievance to arbitration by submitting written notice to Employer's Vice President of Labor Relations within fifteen (15) days after the Employer provides its Step 3 response or the deadline for the Employer's Step 3 response, whichever is earlier.

b. Within fifteen (15) days of providing the required notice to the Employer's Vice President of Labor Relations, the parties may attempt to agree upon an arbitrator.

c. If the parties are not able to agree upon an arbitrator within that fifteen (15) day period and the Union wishes to proceed, the Union must request a list from the Federal Mediation and Conciliation Service (FMCS) of seven arbitrators from the applicable FMCS “region,” within seven (7) days after completion of the above-referenced fifteen (15) day period. The Union and the Employer shall select from that list one arbitrator to hear the grievance by alternately striking names from the list until one name remains, with that person serving as the arbitrator. Each party retains the respective right to reject one entire panel in each case, in which case the Union will request the FMCS provide another list of seven arbitrators from the applicable “region.” The burden is on the Union to contact the Employer and make the necessary arrangements to select an arbitrator from the FMCS list. If an arbitrator is not selected within thirty (30) days after the FMCS provides the list to both parties, the grievance shall be null and void and the arbitrator shall have no jurisdiction over the grievance.

d. The arbitrator shall decide the matter within the scope of this Agreement and shall have no power to make a determination inconsistent with the expressed terms or provisions thereunder, or to add to, subtract from, alter or modify said provisions.

e. The arbitrator shall have no jurisdiction over any matter that is barred by the time limits or does not otherwise comply with the procedures set out herein. While the arbitrator may determine issues of procedural arbitrability, the arbitrator shall not determine issues of substantive arbitrability.

f. The arbitrator shall have no power to base the award on any alleged or actual custom, practice, or understanding which occurred prior to *the date on which the Employer started providing services at the Hospital*.

g. Except for “group” grievances filed over a non-disciplinary issue, the arbitrator shall not hear more than one grievance at any time unless the parties have otherwise agreed in writing prior to the proceeding.

h. The arbitrator shall not have the power to issue an award inconsistent with any applicable law.

i. The arbitrator’s decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other and the arguments presented in the written post-hearing briefs of the parties. *Notwithstanding, the parties may argue or present law at any time in the process, including post hearing briefs.*

j. The arbitrator shall have no power to substitute his or her discretion in cases in which the Employer has expressly retained or been given discretion under the applicable provision(s) in this Agreement.

k. In Disciplinary cases, other than lost wages and benefits going back no more than fifteen (15) days prior to the filing of the grievance, less any unemployment benefits received and subject to standard concepts of mitigation, the arbitrator may not enter a monetary award for any other item, including but not limited to interest; punitive, exemplary or liquidated damages; or attorney’s fees. In non-Disciplinary cases, while the arbitrator has jurisdiction to issue appropriate remedies under standard arbitration doctrines, the arbitrator may not enter a monetary award for punitive, exemplary or liquidated damages, or attorney’s fees.

l. The arbitrator should render his or her decision and award in writing within thirty (30) calendar days of the conclusion of the hearing or submission of written post-hearing briefs, whichever is later.

m. The decision of the arbitrator issued within the limits on the arbitrator's authority as set forth herein shall be final and binding on all parties, including any affected employees; provided, however, that nothing herein shall be construed to expand upon, detract from, or alter the generally recognized scope of judicial review of arbitration awards.

n. Any fees and expenses of the arbitrator, as well as the cost of any hearing room, shall be split equally by the parties. Each party shall bear its own costs of representation and witnesses. If a party desires a transcript of the hearing, the party shall provide written notice to the other party of its intention to have a transcript of the hearing made at least one week prior to the date of the hearing. The party desiring such transcript shall be responsible for scheduling a reporter to attend the hearing, and shall be responsible for the cost of the reporter and the initial transcript, which shall be the official record of the proceeding. If the other party also requests a copy of the transcript, it will be responsible for the costs of any such copy.

o. Neither party may make its own video or audio recording of the hearing without the other party's written consent.

5. The Employer has the right to submit a grievance under this Article, as well. If the Employer desires to do so, it must submit a grievance to the Union within fifteen (15) days of the date on which the Employer knows or reasonably should have known of the incident giving rise to the grievance. The grievance shall be set forth in writing, signed by the Employer's Vice President of Labor Relations, and set forth the relevant facts, provisions of this Agreement allegedly violated and remedy sought, and can and shall be submitted at Step 3 of the above-outlined procedure. If the grievance is not satisfactorily resolved at Step 3 or the Union fails to provide a response within the stated time limits, the Employer may move the grievance to arbitration by submitting written notice to Union within fifteen (15) days after the Union provides its Step 3 response or the deadline for the Union's Step 3 response, whichever is earlier. From that point forward, all deadlines and burdens otherwise applicable to the Union under Step 4 above shall apply to the Employer.

Article 12 – Discipline

12.1 Just Cause

Except as otherwise stated in this Agreement, no bargaining unit employee will be subject to discipline without just cause.

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 Employer generally recognizes the concept of progressive discipline but, depending on the seriousness of the offense, reserves the right to issue more severe forms of discipline, including but not limited to termination.

Counseling or coaching shall not be considered disciplinary.

12.1.1 All disciplinary actions issued in accordance with this Agreement shall be issued in writing.

12.1.2 Any employee issued a disciplinary action in writing 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.

12.1.3 A verbal reprimand or warning shall not be considered disciplinary, provided, however, that any such verbal reprimand or warning shall be issued in private and kept confidential from all non-management parties.

12.1.4 It is expressly agreed by the parties that any disciplinary action that is over one (1) year old shall not be used for purposes of progressive discipline in any subsequent disciplinary action, subject to the condition that the employee has received no additional related disciplinary reprimands during the ensuing year.

Article 13 – Personnel Files

The Employer protects the privacy and monitors the appropriateness of information contained in employee personnel files. All information contained in employee personnel files will be treated as confidential-

Employees have the right to challenge data maintained in their Employee Personnel File which they believe is in error. Such challenges must be in writing and specifically describe the data believed to be in error. The challenge should be directed to Human Resources. The Employer shall have complete discretion to determine the accuracy and appropriateness of any such challenge and whether, based on such challenge, it is necessary to make any adjustment to the File. Except for matters directly related to disciplinary action, the Employer's decisions in this regard are not subject to the grievance and arbitration procedure.

The Employer shall allow an employee access to the employee's personnel file and copies of portions thereof as required by state law. The employee's personnel file shall be governed by RSA 275:56 and related legislation and regulation.

Article 14 – Health and Welfare

14.1 Health Insurance

Employees may elect to participate in the Employer’s major medical, dental and vision plans in accordance with each plan’s provisions and any related Employer policy, as such offerings, plans, programs, terms, conditions rates or benefit levels as such exist at the time of this Agreement or as such may be changed, supplemented, deleted or otherwise modified, at any time, consistent with similar changes to the Employer’s employees working at other locations generally, except as otherwise set forth below. The Employer will, upon request, bargain with the Union to agreement or impasse over any such changes, including the effects of such changes. If such bargaining is not completed within fourteen (14) days after the Employer’s notice of proposed changes, the changes may be implemented, regardless of whether further bargaining is necessary to reach an understanding or a good faith impasse. The only issues relative to this Section that are subject to the grievance and arbitration procedure are whether the Employer has failed to provide the health insurance plans required by this Section and compliance with the language regarding caps set forth below.

Effective no later than January 1, 2024, for the major medical plans, the following caps (which are based on the “under 70 Salary Band” in place as of the effective date of this Agreement) shall apply to the percentage of premium paid by an employee based on the plan in which an employee is enrolled and level of coverage selected (and any existing salary bands will be eliminated):

	Bronze	Silver	Gold
Employee only	12.0%	21.6%	33.3%
Employee & Spouse	31.6%	34.6%	38.9%
Employee & Children	27.2%	27.1%	27.8%
Employee & Family	31.6%	34.6%	38.9%

The Employer reserves the right to add additional plans, at its discretion.

14.2 Liability Insurance

The Employer agrees to provide a liability insurance policy for employees’ acts or omissions occurring in their capacity of employees of the Employer. The Employer retains the exclusive right to administer all claims, and may choose to self-insure the coverage or negotiate with insurance carriers and modify such coverage, provided any such changes meet any existing legally mandated, applicable minimum insurance provisions. The administration of such policy is not subject to the grievance and arbitration procedures set forth in this Agreement. The Employer may make minor adjustment to the liability insurance but may not offer liability insurance that is insufficient based upon industry standards.

14.3 Life Insurance

The Employer will provide full-time employees with life insurance coverage in the amount equal to one times an employee's annual base pay, at no cost to the employee. Details regarding the benefit, coverage, etc. shall be governed by the plan’s provisions in place at the applicable time.

14.4 Short Term and Long Term Disability

The Employer shall provide each full-time employee with short-term and/or long-term disability plans in accordance with each plan's provisions and any related Employer policy, as such offerings, plans, programs, terms, conditions rates or benefit levels as such exist at the execution of this Agreement. Subject to the above limitations, the Employer reserves the exclusive right to modify the choice of service providers, but not benefits, at any time, with advance notice to the union. The Employer may change providers, however, the new plan(s) must be substantially similar to the plans that are currently in place. The administration of such policy is not subject to the grievance and arbitration procedures set forth in this Agreement.

14.5 Retirement Plan

Employees are eligible to enroll and participate in the Employer's 401(k) plan in accordance with the plan's provisions. The Employer may not downwardly adjust their contribution or matching contribution without agreement of the Union. The administration of such plan is not subject to the grievance and arbitration procedures set forth in this Agreement.

14.6 Section 125/Cafeteria Plan

The Employer will provide employees with a Section 125/Cafeteria Plan so that employees may deduct, on a pre-tax basis, designated and allowable expenses for Medical, Dental and Vision insurance and any other expenses permitted under the plan. The administration of such policy is not subject to the grievance and arbitration procedures set forth in this Agreement. The Employer may change providers, however, the new plan(s) must be substantially similar to the plans that are currently in place.

14.7 Flexible Spending Account (FSA)

Full-time employees may elect to participate in a Flexible Spending Account in accordance with the applicable provisions and any related Employer policy, as such offerings, plans, programs, terms, conditions rates or benefit levels as such exist at the time of the execution of this Agreement. Subject to the above limitations, the Employer reserves the exclusive right to modify the choice of service providers at any time, with advance notice to the Union. The Employer may change providers, however, the new plan(s) must be substantially similar to the plans that are currently in place. The administration of such policy is not subject to the grievance and arbitration procedures set forth in this Agreement.

14.8 Health Savings Account (HSA)

Full-time employees enrolled in the "Bronze" major medical insurance plan shall be eligible to opt into a Health Savings Account in accordance with the applicable provisions and any related Employer policy, as such offerings, plans, programs, terms, conditions rates or benefit levels as such exist at the time of this Agreement or as such may be changed, supplemented, deleted or otherwise modified, at any time, consistent with similar changes to the Employer's employees working at other locations generally, and subject to any bargaining obligations under federal law. Subject to the above limitations, the Employer reserves the exclusive right to modify the choice

of service providers at any time, with advance notice to the Union.

Article 15 – Paid Time Off

15.1 Paid Time Off (PTO) will be granted to full-time employees based on years of service (seniority date) at the start of each calendar year in accordance with the following schedule:

Years of Service	Total Days
One (1) year, but fewer than five (5) years	16
Five (5) years, but fewer than ten (10) years	21
Ten (10) years, but fewer than fifteen (15) years	26
Fifteen (15) years and above	31

During the term of this Agreement, the Employer will provide the following paid time off to full-time employees newly rehired or rehired as of any date other than January 1 of any given year based on which of the following months in which the employee starts working:

Month	Total Days
January	15
February	13
March	12
April	11
May	9
June	8
July	7
August	5
September	4
October -December	0

15.2 Requests for PTO

- (a) Except for short notice needs to use PTO for sickness, emergencies, etc., all requests for PTO shall be made in writing to the Scheduling Coordinator or their designee at a minimum of two weeks in advance of the time to be taken.
- (b) PTO requests will be granted on a first come, first served basis. The Employer will strive for the same per shift.
- (c) PTO requests shall be submitted no more than six (6) months in advance.
- (d) Employees shall not be denied PTO due to any reasoning related to non-bargaining unit employees.
- (e) Responses to PTO requests shall be made in writing to the employee within five (5) business days of the request being made.

- (f) If multiple employees request the same day(s) off, and submit their applications on the same date, then priority shall be given to the more senior employee(s).
- (g) In the event two (2) employees on the same unit request the same PTO 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.

15.3 Unused PTO does not carry over from year to year and all PTO will be forfeited upon termination unless otherwise prohibited by applicable law.

15.4 Full-time employees may “cash out” up to sixty (60) hours of unused PTO under the following conditions: (1) the Employer has worked for the Employer at the Hospital for at least one year of service; and (2) the employee attempted in good faith to use all the PTO to which the employee otherwise is entitled for the calendar year, including the hours the employee seeks to cash out. For any such employee who wishes to do so, the employee must notify the Hospital Administrator in writing no later than December 31 of the calendar year in question of the employee’s desire to cash out some PTO and the amount of unused PTO hours.

Article 16 – Leave

16.1 Leave

- (a) All employees who have completed one (1) year of continuous employment with the Employer may apply for a personal, unpaid leave of absence of up to sixty (60) calendar days.
- (b) Said leave is discretionary with the Employer and may be granted depending upon the staffing requirements and needs of the Employer.
- (c) Employees returning from said leave shall be assigned to a position for which they are qualified. Such determination shall be at the Employer's sole discretion, including the shift and schedule to which the employee is assigned.
- (d) All such employees returning from such leave shall be returned to their pay rate applicable on the initial date of the leave, plus any raise dictated by this Agreement that otherwise would have happened in the interim, and any PTO to which the employee was entitled when the employee went on leave and was not lost at the end of a calendar year.
- (e) An employee granted such leave shall contact his or her manager at least one (1) week prior to returning to work.

16.2 Continuance of Health Insurance

The Employer shall pay 100% of the premium for health insurance for employees on leave under the Family and Medical Leave Act (FMLA) for up to twelve (12) weeks. Employees on other unpaid leaves of absence will have the option of continuing participation in the Health Insurance Program, provided said employees pay one hundred percent (100%) of the insurance premiums.

16.3 Bereavement Leave

- (a) In the event of a death in the immediate family of a full-time employee, such employee shall be entitled to up to three (3) days of paid leave of absence, to be used within 30 days of the death of the relative. Immediate family shall include *child*, parent, spouse, brother, sister, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, grandparent of employee or spouse or grandchild. Thereafter, the employee will be entitled to use accumulated paid time off.
- (b) In the event of a death of a relative that is not in their immediate family but who do not otherwise meet the criteria set forth above may request up to three (3) days of unpaid leave or may use accumulated paid time off.

16.4 Jury Duty and Other Court Appearances

- (a) A full-time or regular part-time employee who has been summoned to jury duty or subpoenaed to appear in court as a witness in any proceeding in which the Employer is a party shall be paid the difference between all sums received as a juror and the amount the employee would otherwise have received for scheduled work for the Employer for up to five (5) business days.
- (b) To be eligible for this benefit, the employee must notify the Employer promptly upon the receipt of the initial notice to serve as a juror or receipt of the subpoena, provide a copy of the notice or subpoena and submit photocopies of all checks received for said jury.
- (c) For evening and night shift employees, the shift immediately following the day in which the employee served on jury duty will be considered the day in which jury duty or court appearance takes place.

16.5 Military Leave

All regular full-time and all regular part-time employees who are away from his/her scheduled work shift due to serving on military duty, including as a member of the Reserve or National Guard, shall be entitled on a rolling twelve-month period to receive his/her regular pay for otherwise scheduled work up to ten (10) days minus the amount earned while on tour.

16.6 Paid family Medical Leave

No later than six months after the effective date of this Agreement, the Employer will provide and purchase New Hampshire Paid Family and Medical Leave insurance offered by the State of New

Hampshire through MetLife for each regular full-time and regular part-time employee for a period of six (6) weeks of income protection for 60% of their base weekly salary. The employee may use their accrued leave to supplement the income protection up to one hundred (100%) percent of their base weekly salary

Article 17 – Holidays

Following are the holidays for purposes of this Agreement: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Full-time employees will be paid at a holiday rate of one and one-half times an employee's normal rate of pay rather than their normal rate of pay for all hours worked on a holiday. Eligible employees must work their last full scheduled shift before the holiday and first full scheduled shift immediately following the holiday in order to receive holiday pay, except for documented emergency situations (such as a death in the family or hospitalization), previously approved leave or if sent home by their supervisor.

In addition to the holidays listed above, after one year of service, each full time employee will be entitled to one Floating Holiday. The use of a Floating Holiday must be requested in Team Member Self Service (or any other similar system implemented during the term of this Agreement) and may only be used with prior management approval. Generally, Floating Holidays are approved on a first come first served basis, subject to scheduling and operational concerns. A Floating Holiday cannot be substituted for an unscheduled absence. Floating Holidays cannot be carried over to the following year and are forfeited if unused by the last day of the last pay period of the calendar year.

Article 18 – Wages

18.1 Wage Rates

- (a) The minimum wage for employees shall be:

Registered Nurse – \$42.10/hour.

Social Worker – \$28.10/hour.

Senior Counselor – \$24.70/hour.

Counselor – \$22.50/hour.

All other positions specified in Article 2 of this agreement shall have a rate of pay of not less than \$20/hour.

- (b) Nothing shall prohibit the Employer from paying an employee at a wage higher than the minimums above.
- (c) Effective July 1, 2023, or the start of the first pay period after the effective date of the Agreement, whichever is later, all employees shall receive a base wage rate increase of four (4) percent.

- (d) Effective July 1, 2024, or the start of the first pay period after the one-year anniversary of the effective date of this Agreement, whichever is later, all employees shall receive a base wage rate increase of four (4) percent.
- (e) Effective July 1, 2025, or the start of the first pay period after the two-year anniversary of the effective date of this Agreement, whichever is later, all employees shall receive a base wage rate increase of three (3) percent.

18.2 Shift Differentials

The following differentials shall be paid to employees for all hours worked during these shifts:

Shift	Weekdays	Weekend
1 st (7am-3pm)	N/A	\$2.00/hr
2 nd (3pm-11pm)	\$2.75/hr	\$4.00/hr
3 rd (11pm-7am)	\$6.50/hr	\$8.00/hr

Weekend shift is defined as all hours worked starting 11:00 pm on Friday and ending 11:00 pm on Sunday.

There shall be no pyramiding of differentials by the Employer. Meaning, for example, if an employee works the night shift on a Saturday, that employee shall be entitled to the Night Shift differential or the Weekend Shift differential, whichever is greater.

18.3 Direct Deposit of Payroll

- (a) Employees shall be paid via direct deposit.

Article 19 – Seniority

19.1 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. If a bargaining unit employee accepts a non-bargaining unit position at Hampstead Hospital and eventually returns to a bargaining unit position, the employee’s seniority will be reinstated, including time spent working in the non-bargaining unit position.

19.2 Seniority List

- (a) The Employer shall create and post a Seniority List not less than monthly.

- (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 posting and absent challenges thereafter be fixed and final except to add or delete names and to compute adjustments.

19.3 Loss of Seniority

Seniority shall be lost if an employee is:

- (a) Discharged for cause and not reinstated;
- (b) Upon resignation or retirement unless the employee provides at least two (2) weeks' notice before resignation or retirement and the employee is rehired within six (6) months, in which case the employee's seniority will be reinstated to the employee's seniority date at the time of resignation or retirement;
- (c) If an employee is laid off and remains so for a period of thirty-six (36) 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 20 – Miscellaneous

20.1 Worker's Compensation

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

20.2 Meals and Dining Area

All Bargaining Unit employees on duty for a full shift shall receive one (1) meal provided by the Employer. Employees may use staff rooms on the units for their meals. The Employer will inform an employee when to take a meal.

20.3 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, unless circumstances do not allow for that amount of time, in

which case the Union shall be given as much notice as is possible, under the circumstances.

- (c) Layoffs shall be accomplished by seniority within a department, except where the Employer determines a more junior employee is superior in qualifications. The burden is on the Employer 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.

20.4 Evaluations

- (a) The Employer shall use its best efforts to engage in at least one (1) evaluation of each employee annually. Employees shall be given a copy of their evaluation.
- (b) An employee's pay increase shall not be delayed due to the failure to complete the employee's evaluation process in a timely manner.
- (c) The contents of a performance evaluation are not subject to the grievance/arbitration procedure set forth in this Agreement, provided the contents of the evaluation are not inconsistent with an express term of this Agreement, and to the extent no disciplinary action is issued as a result of the evaluation.

20.5 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.

20.6 Labor/Management Committee

The parties agree to make themselves available to the other upon written request (such request detailing the reason for the meeting and topics proposed to be covered) at mutually agreed upon times and location to discuss concerns, issues, developments, or ideas related to the bargaining unit, in an informal forum not otherwise covered by the Agreement or that may fall outside of the scope of the Grievance/Arbitration provisions set out herein. The exchange is not intended, nor shall be used, to by-pass the terms of the Agreement. The Union may request attendance of up to three (3) employee representatives, the meeting will be scheduled at a time so as to minimize or avoid the interruption of work and in line with staffing needs and the efficient operations of the facility. If the meeting(s) occur during an employee's scheduled time to work, he/she will be released without loss of pay to attend the meeting.

20.7 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 up to three (3) employees serve on this committee, appointed by the Union and for whom the Union shall be responsible ensuring attend scheduled meetings.
- (c) Selected employees shall be paid for safety committee work as required by law.

20.8 Automobile Usage

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

20.9 Administrative Leave

The Employer shall have the right to place an employee on leave pending investigation into alleged misconduct. (The Employer will seek to minimize the need to take such action, will only take such actions when the alleged misconduct is of such a serious nature that the Employer cannot in good faith continue to employ the employee pending investigation in case it should be determined that the alleged misconduct occurred and the Employer will take all reasonable efforts to expedite any such investigations.) For investigations being conducted by the Employer, an employee shall be paid for up to the first ten (10) days of any such leave for which the employee otherwise would have been scheduled, regardless of the outcome of the investigation. (For any such days for which the employee is paid, the employee shall make himself or herself available for any purpose related to the investigation, including but not limited to, one or more interviews, as instructed by the Employer.) In the event that the allegations against the employee are not sustained, the employee will be paid any additional back wages for any lost hours for which the employee regularly would have been scheduled while on leave. If the employee utilized PTO to cover some of the lost time while on administrative leave under the language below, the employee shall have the right to inform the Employer of the employee's decision to use some or all back wages to "pay back" some or all of the accrued leave used so as to restore the employee's PTO bank.

For investigations conducted by any third party (including, but not limited to, any state or federal agency), if, as the result of the investigation, the employee is not permitted to work in the employee's normal capacity while the investigation is pending, the Employer will attempt to place the employee temporarily in another position at the Hospital, if such a position is available. The Employer is not obligated to create such a position and, if there is such a position, the employee will continue to be paid his/her regular rate. If there is no such position available, the employee shall not be paid for any lost time during such investigation by that third party. Even if the third party investigation is the product of a report filed by the Employer to a third party, the Employer will not rely on any such pending investigation to put or keep an employee on leave (so long as the investigation does not otherwise result in the temporary suspension of a required license or certification), but will rely solely on its own investigation, if any, into the alleged misconduct in determining if and when the employee may return to work.

For either type of investigation, the employee is entitled to use any accrued leave to offset some or all of the lost wages.

20.10 Employee Job Requirements

- (a) Employees are required to attend a minimum of 80% of their assigned unit staff meetings.
- (b) Employees are responsible to maintain all certifications required of position within thirty (30) days of expiration date.
- (c) If a unit staff meeting is rescheduled with less than forty-eight (48) hours notice, such rescheduled meeting shall not count in the determination of the 80% calculation.
- (d) If an employee leaves a certification class to staff a unit, there will be no penalty or adverse action against the employee and the employee shall use his/her best efforts to attend the next available certification class.

20.11 Lockers

The Employer shall provide a private place (lockers) where employees’ personal property may be stored. Employees who wish to lock their lockers may bring their own locks for use on their locker. The Employer shall be held harmless for the loss or theft of any personal property resulting from the ordinary course of business. Notwithstanding any constitutional or other legal rights, the Employer retains the right to search a locker, including requiring an employee with a lock on his/her locker, to open the locker “for cause.” If the employee is absent and there is a compelling need to break a lock open, the Employer shall reimburse the employee for the cost of locker.

Article 21 – Tuition Reimbursement

After six (6) months of employment, employees shall be eligible for tuition reimbursement under the Employer’s policy regarding tuition reimbursement in effect at the execution of this Agreement.

Article 22 – Strike/Lockout

1. The parties recognize the sensitive nature of the services provided by the Employer to the Client and, therefore, agree that all Employer operations shall, during the term of this Agreement, continue without interruption.
2. During the term of the Agreement, neither the Union nor the employees, will call for, engage in, instigate, promote, cause, sponsor, condone, support, assist, sanction, authorize, permit, encourage, or take part in any strike, sit down, work stoppage, slowdown or curtailment of work, concerted sick out or call off, refusal to cross a picket line, sympathy strike, picketing, protest, hand billing, secondary boycott, or interference of any kind with the operations of the

Employer, or any other concerted activity which curtails, interferes with, or interrupts, or threatens or attempts to cause such curtailment, interference or interruption of the Employer's operation or the servicing of the Employer's customers, where an object of any such activity is to impact in any way the Employer's actions or the actions of the State of New Hampshire relative to its contract with the Employer. Nor shall any employee engage in any such prohibited activity at or near Hampstead Hospital where one of the primary objects of such activity is to impact the State's actions relative to any of its classified employees (as defined by RSA 21-G:21) working at Hampstead Hospital. This provision is not intended to mean that there is a prohibition of the Union's or employees' exercising their right to express concerns regarding patient care, safety of individuals, or working conditions in a public forum or setting or with elected or governmental officials, provided such activity is not done for the primary reason of interfering with the State's contract with the Employer.

3. Should any employee violate Section 2 above, the Union shall disavow any such prohibited activities and shall refuse to recognize any picket line established therewith. Furthermore, at the request of the Employer, the Union shall take reasonable means to induce employees to terminate the violation of Section 2 and return to work, in the event of a work stoppage of any sort.

4. The parties recognize the right of the Employer to issue disciplinary action, up to and including termination, to any employee who engages in any conduct in violation of this Article, consistent with just cause.

5. The Employer will not lockout the employees.

6. Notwithstanding any language in this Article that might suggest otherwise, the parties have the right to seek injunctive relief in court or agency proceedings (in addition to the right to pursue a grievance under this Agreement). Nothing in this section is intended to provide the Employer with any greater rights than otherwise provided by law, except for the right to seek such injunctive relief notwithstanding the grievance and arbitration procedure set forth in this Agreement.

Article 23 – Scope of Agreement

1. No provisions of this Agreement will apply to any temporary supplementary workers transferred to work at the facility to maintain contractual obligations to the Client or during emergency situations. Unless the Client exercises its contractual option to assume operation of the facility or the employees are engaged in an adverse job action against the Employer, even though such conduct would be in violation of the Agreement, such supplementary force will not result in job loss, or in the loss of normal hours, to full-time or regular part-time employees covered by this Agreement while the supplementary force is being utilized.

2. Any changes to this Agreement, whether by addition, waiver, deletion, amendments, or modifications, must be reduced to writing and executed by both the Employer and the Union.

3. This Agreement supersedes, and the parties are not bound by, any previous agreements, whether written or oral, and including, but not limited to, any letter of interpretation, verbal understanding, past practices, rules, regulations, or customs governing the Employer, its employees, and the Union unless those understandings or practices are agreed to and incorporated in writing in the terms of this Agreement.

4. 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 Employer 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, except by mutual 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. Nothing in this section is intended to eliminate any obligation on the Employer's part to bargain in good faith over mandatory subjects of bargaining and the impacts of any decision to make a change that otherwise imposes such obligation, to the extent otherwise required by law and not otherwise waived by some express provision of this Agreement.

Article 24 – 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 25 – Duration

This Agreement will be effective upon execution, and remain in full force and effect through, or until such time as a successor agreement is executed by the parties, whichever is later.

Renegotiation of this Agreement will be effective by written notification by one Party to the other, but not earlier than nine (9) months prior to the three (3) year anniversary of the effective date of this Agreement. Negotiations shall commence within ninety (90) days 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 _____ 2023.

For the Employer

For the Union