

AGREEMENT BETWEEN

THE COUNTY OF ROCKINGHAM, NEW HAMPSHIRE  
(ROCKINGHAM COUNTY REHABILITATION AND NURSING  
CENTER)

AND

STATE EMPLOYEES' ASSOCIATION OF NEW HAMPSHIRE,  
INC., SEIU LOCAL 1984

Agreement - July 1, 2022 Expiring June 30, 2025

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## **Article 1      Agreement**

This Agreement is between the County of Rockingham, New Hampshire by and through its Board of Commissioners and on behalf of the Rockingham County Rehabilitation and Nursing Center ("the County" "the Employer") and State Employees' Association of NH, Inc., SEIU Local 1984 ("the Union" or "the Association"). The County's and the Union's (collectively, "the Parties") respective obligations under this Agreement are premised on, and do not arise until, the following legal pre-conditions are all satisfied:

- The Union properly ratifies this Agreement; and
- The Board of Commissioners properly ratifies this Agreement; and
- The County Delegation properly votes to approve all cost items associated with this Agreement; and
- The Parties have fully executed this Agreement

## **Article 2      Purpose**

The general purpose of this Agreement is to set forth agreements reached between the County and the Union with respect to wages, hours and other terms and conditions of employment for those Rockingham County Rehabilitation and Nursing Center ("Nursing Home") personnel who are in the bargaining unit described in Article 3 Recognition ("the Bargaining Unit" or "this Bargaining Unit"). It is the intent of the Parties to this Agreement to promote and improve the efficient administration of the County and the well-being of public employees within the meaning of NH RSA 273-A.

## **Article 3      Recognition and Exclusions from Recognition**

3.1 The County hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of NH RSA 273-A for all full-time, part-time and per diem bargaining unit members set forth in the Certification of Representation and Order to Negotiate on file with the Public Employees Labor Relations Board, PELRB Case No. G-0280-1, Decision No. 2019-238 and dated October 10, 2019: Housekeeping Aides, Laundry Aides, Licensed Nursing Assistants, Receptionists, Registered Nurses, Medication Nursing Assistants, Licensed Practical Nurses, Nursing Administrative Assistants, Activities Aides, and Social Workers I, II and III who work in the Nursing Home and not in the Assisted Living Facility.

3.2 Excluded from recognition or coverage under this Agreement are all other employees of the County including other employees in the County Nursing Home, the County Assisted Living Facility, and any individual falling under one or more of the exceptions to the definition of a public employee contained in RSA 273-A: 1, IX. The term "employee" as used herein refers only to members of this Bargaining Unit as listed above in Section 3.1. It is understood that nothing contained in this Article shall be construed to prevent the County or appropriate Representatives thereof from meeting with any individual or organization to hear

views on any matters, except that as to matters so presented which are the proper subject of collective bargaining negotiations, and covered by a term of this Agreement, any changes shall be made only through negotiations and agreement with the Union.

3.3 For purposes of clarification, some bargaining unit employees are Per Diem or Weekender I or Weekender II Employees.

3.3.a For purposes of this agreement Per Diem employees are defined as an Employee that covers shift vacancies for Full or Part Time Employees, works a varying number of hours, and does not have a set work schedule. Per Diem Employees are not eligible for benefits.

3.3.b. For purposes of this Agreement and consistent with the County's Weekender Policy and practices existing prior to this Agreement, "Weekender I Employee" or "Weekend I Employees" are defined as follows: Weekender Employees are Registered Nurses, Licensed Practical Nurses, Medication Nursing Assistants and Licensed Nursing Assistants who have agreed to work in the Nursing Home pursuant to the County's Weekender Policy and who are required to work two 12-hour shifts each weekend. For purposes of this Weekender arrangement, the weekend begins on Saturday at 7:00 a.m. and ends on Monday at 7:00 a.m. Weekender I Employees are allowed to work during the week at a base rate with applicable differentials, but shall not be regularly scheduled for a total of more than 34 hours per week. Weekender I Employees shall receive time and one half the rate of pay for all hours worked on the weekend as well as weekend and shift differentials if applicable. Other aspects of the Weekender I Employees' terms and conditions of employment, to the extent different than the terms and conditions of employment of other bargaining unit members, are set forth in applicable sections of this Agreement.

3.3.c. For purposes of this Agreement "Weekend II Employees" are defined as follows: Weekender II Employees are Registered Nurses, Licensed Practical Nurses, Medication Nursing Assistants and Licensed Nursing Assistants who have agreed to work in the Nursing Home and who are required to work two 12-hour shifts each weekend and a twelve hour shift either on Friday or Monday. For purposes of this Weekender II arrangement, the weekend begins on Saturday at 7:00 a.m. and ends on Monday at 7:00 a.m. Weekender II Employees are allowed to work additional hours outside of the Friday through Saturday or Saturday through Monday schedule during the week at a base rate with applicable differentials but shall not be regularly scheduled for a total of more than 36 hours per week. Weekender II Employees shall receive time and one half the rate of pay for all hours worked on the weekend as well as weekend and shift differentials if applicable. Once committed, a Weekender II employee cannot alternate between the Friday through Sunday or Saturday through Monday schedule. Weekender II employees will be required to work either Thanksgiving or Christmas annually. Other aspects of the Weekender II Employees' terms and conditions of employment, to the extent different than the terms and conditions of employment of other bargaining unit members, are set forth in applicable sections of this Agreement.

3.4 The inclusion or exclusion of new positions or classifications established by purpose of assuming confidential status, shall be preceded by discussion with the Union. Any impasse in this area shall be submitted to the Public Employee Labor Relations Board for resolution.

3.5 Reference to the "Association" as exclusive representative of the employees, means the organization of the State Employees' Association of New Hampshire, SEIU Local 1984, as appropriate under the authority of RSA 273-A, and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter or district organization of the Association in matters covered by this Agreement, unless such persons or bodies are specifically designated by the Association as authorized representative for such purposes.

3.6 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit in accordance with state and federal law.

#### **Article 4 Probation**

All newly hired employees must serve a probationary period of twelve (12) continuous months from the date of hire and such probationary employees shall not be entitled to representation by the Union in any proceeding involving this Agreement and shall not be covered by any of the terms of this Agreement. The County shall evaluate the performance of probationary employees during each six (6) month period of probation or an extension thereof.

Employees on probation (initial evaluation period) may be disciplined, including but not limited to, suspension or termination for any reason and at any time by the County in its sole discretion and neither the employee so disciplined, suspended or terminated, nor the Union shall have recourse to the grievance procedure concerning any such discipline, suspension or termination.

All employees whose position requires certification must become certified as a condition of continued employment. An employee's employment status will not be jeopardized by a failure by the County to provide the course of study required for certification in a timely fashion.

#### **Article 5 Non-Discrimination**

The County and the Union agree that the provisions of this Agreement shall be applied to all employees without discrimination due to age, sex, transgender status, race, color, religion, creed, marital status, physical or mental disability, national origin, sexual orientation, gender identity, genetic information or any other legally protected class. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Union because of their membership therein or their activities on behalf of the Union in accordance with the provisions of RSA 273-A.

#### **Article 6 Management Rights**

The Parties agree that all the rights and responsibilities of the County which have not been specifically provided for in this Agreement are retained in the sole discretion of the County whose right to determine and structure the goals, purposes, functions, and the policies of the County without being subject to the grievance and arbitration procedures of this Agreement shall include but not be limited to the following:

- (a) the exercise of all of the rights, responsibilities and prerogatives that are inherent in the County or its agents by virtue of any statutes and/or regulations and/or ordinances;

- (b) the right to direct employees.
- (c) the right to appoint, promote, train, cross-train and to determine qualifications, promotional criteria, hiring criteria, and standards for work, performance and/or productivity;
- (d) the right to hire, suspend, demote, discharge or take other disciplinary actions against an employee for just cause, subject to the provisions of this Agreement, including grievance and arbitration;
- (e) the right to transfer and/or furlough and/or lay off an employee from work because of lack of work or lack of funds or for budgetary considerations.
- (f) the right to assign employees, including but not limited to the right to assign employees throughout the Nursing Home and its units based on the County's operational needs;
- (g) the right to schedule work, including but not limited to the right to schedule work throughout the Nursing Home and its units and the right to the general control of the County Senior Director of Long Term Care Services in all of its phases and details;
- (h) the right to take such action as in its judgment the County deems necessary to maintain the efficiency of County's operations;
- (i) the right to decide job classifications and to create and/or abolish job positions;
- (j) the right to determine the means, methods, budgetary, and financial procedures, and personnel by which the County's operations are to be conducted;
- (k) the right to take such actions as may be necessary to carry out the missions of the County in case of emergencies;
- (l) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith;
- (m) the right to determine the functions, programs and methods of the County, including the use of technology, the County's organizational structure, and the selection, duration and number of the County's personnel, so as to continue the control of governmental functions;
- (n) the right to subcontract, or fill in with temporary or on call County employees, for work that employees are unable to perform due to employees' lack of qualifications to perform the work or due to other scheduling demands.
- (o) all rights retained by virtue of NH RSA 273-A and any other provisions of the New Hampshire Revised Statutes Annotated or other applicable laws.

## **Article 7            Stability of Agreement**

Should any Article, Section or Subsection thereof of this Agreement be declared invalid because it is in conflict with a federal or state law or be held to be unenforceable by any court of

competent jurisdiction, such determination shall apply only to the specific Article, Section, or Subsection thereof which has been declared invalid or unenforceable. Neither party is required to make a concession in order to reach agreement on the specific Article, Section or Subsection in question.

## **Article 8            Union Business**

8.1      The County agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time without loss of pay during regular working hours for the purpose of collective bargaining or processing grievances, provided such time away from work does not interfere with the work of the Nursing Home. The Union representatives shall obtain prior permission from one of the following designated individuals as applicable to the employee (Director of Nursing, Assistant Director of Nursing, Activities Coordinator, Social Services Manager, Environmental Services Manager, Fiscal Services Manager or Senior Director of Long Term Care Services) to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.

8.2      Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the County harmless in any such dispute. To the extent the Union agrees to hold the County harmless and/or indemnify the County in various provisions of Article 8, this is provided that the dispute in question is not instigated by the County.

8.3.1    The Association shall be entitled to have payroll deductions for membership dues from its members. Upon written authorization by a Union member covered by this Agreement and approved by the Union Secretary/Treasurer, the County, through its designated agents, agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the County by a Union Official. Said deductions shall be made each pay period provided, however, that if any employee has no check coming to him or her or the check is not large enough to satisfy the deduction then, in that event, no collection will be made from said employee for that pay period. When Association members vote for a change in Association dues which necessitates a modification of payroll deductions and the Association wishes to implement such modification, it shall furnish a certificate evidencing the authorizing vote to the County, together with a written request for the modification in payroll deductions.

8.3.2    The Association shall be entitled to have payroll deductions for membership dues from any new member who indicates in writing that he/she wishes such deductions to be made.

8.3.3    To the extent that action is necessary by the County to implement the dues deductions, the County shall make every reasonable effort to ensure that the payroll deductions are put into effect as soon as practicable.

8.3.4    The County or its agent shall send the amount so deducted at least one time per month, prior to the 20th of the month, to the Union's Administrative Department.

8.3.5    The Union agrees to hold the County harmless from any claim or liability arising out of

the deduction of dues and payment to the Union under this Article.

8.4 Union officers/members and officials shall be allowed the use of meeting facilities/rooms for discussion when appropriate advance notification is given and room is available.

8.5 The Union Steward and/or his/her designee may utilize the County's modes of inter-office hard copy correspondence, for the purpose of announcing dates, times and locations of meetings to its members.

8.6 The Union shall be allowed to make a reasonable number of paper copies for Union business free of charge.

8.7 The County agrees to recognize the Stewards duly authorized by the Union. There shall be one (1) Steward per shift (First, Second and Third Shifts) for a total of three specific persons serving as Union stewards. The Union shall furnish the name of the stewards to the County and keep the County advised of any changes.

8.8 The Employer agrees to authorize one day off in each contract year, without loss of time or pay for the Steward(s) to attend an Association training program. The Association shall notify the Employer not less than twenty (20) calendar days in advance of such training date(s).

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

## **Article 9 Discipline**

9.1 The County shall have the right to discharge, demote, suspend or discipline employees in accordance with just cause. All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken, pursuant to the County's Personnel Policies and Procedures, as they may be modified from time to time by the County in its sole discretion. The County Senior Director of Long Term Care Services shall be responsible for determining discipline, up to and including discharge.

9.2 All suspensions, demotions and discharges shall be stated in writing and a copy given to the employees and the Union at the time of suspension, demotion or discharge.

9.3 Disciplinary action will normally be taken in the following order; however, the County may bypass one or more of these disciplinary options if the infraction so warrants:

- (a) Verbal warning
- (b) Written warning
- (c) Suspension without pay
- (d) Demotion
- (e) Discharge

9.4 No employee shall be penalized, disciplined, suspended, demoted or discharged without

just cause. For purposes of this Agreement, just cause for discipline up to and including discharge shall include, but not be limited to:

9.4.1 Dishonesty;

9.4.2 Immoral conduct by misappropriation, destruction, damaging, stealing or removing of property or services without having a right to such property from the County, another employee, resident, inmate or visitor of a County facility, anyone under the care and/or custody of the County, or otherwise unjustly acquiring money, property, or services from the County or at the County expense in violation of any provision contained herein or of any law of the State of New Hampshire;

9.4.3 For any reason for discipline set forth in RSA 28:10-a, specifically: dishonesty, intoxication, immoral behavior or other misconduct, neglect of duty, negligence, willful insubordination, lack of cooperation, inefficiency, incapacity or unfitness to perform the employee's duties, or for the good of the institution to which the employee is assigned;

9.4.4 Failure by any employee-to meet and treat the public with the utmost courtesy and consideration. Such a failure shall include but not be limited to: the use of coarse, profane, insolent, indecent, suggestive, sarcastic or insulting language, inappropriate gestures, expressions of prejudice concerning race, religion, politics, national origin, gender, lifestyle or personal characteristics;

9.4.5 Physical or emotional abuse of anyone in the care and/or custody of the County, by violating the rights of anyone in the care and/or custody of the County, or by the disclosure of privileged information pertaining to anyone in the care and/or custody of the County or anyone having business with the County;

9.4.6 Unexcused absences or unexcused or excessive tardiness and/or violations of the County's Policies concerning attendance;

9.4.7 Violation of any of the County's policies, including but not limited to any policies, procedures or protocols concerning the following: rules of conduct by employees contained in the County's Personnel Policies and Procedures Manual; implemented by the Rockingham County Nursing Home as they may be amended from time to time by the Director of Long Term Care Services in his/her sole discretion (including Policy Memos, Staff Memos, Office Manuals, Procedures Memos and the Weekender Policy); code of ethics, standards of professionalism, statutes or regulations governing Nursing Home staff and/or the performance of their respective duties; conflicts of interest; Victim's Rights; computer use or personal devices (as these policies may be amended from time to time in the County's sole discretion);

9.4.8 Disclosure of confidential and/or privileged information.

## **Article 10 Consultation**

Representatives of the Union may meet with the County Senior Director of Long Term Care Services at any time to discuss matters of concern. However, grievances must be submitted in accordance with the procedure contained in this Agreement. Further, by meeting with Union

representatives as set forth in this Article, the County Senior Director of Long Term Care Services is not engaging in collective bargaining and such a meeting does not mean that the County is necessarily obligated to bargain about the issue under discussion.

## **Article 11      Grievance Procedure**

11.1    Definition: A grievance is defined as a dispute or difference of opinion raised by an employee covered by the Agreement, or by the County, or by the Union involving the meaning, interpretation or application of one or more provisions of this Agreement. A grievance must be in writing and must state the specific provision(s) in this Agreement that have allegedly been violated. Further, the relief sought must be indicated by the party raising the grievance.

11.2    Informal Procedure: An employee who has a complaint must take up the complaint with one of the following designated individuals as applicable to the employee (Director of Nursing, Assistant Director of Nursing, Activities Coordinator, Social Services Manager, Environmental Services Manager, Fiscal Services Manager or Senior Director of Long Term Care Services) verbally before he/she can process the complaint as a formal grievance. The designated individual shall respond within three (3) calendar days. It is anticipated that nearly all complaints can be resolved informally without grievance.

### **11.3    Formal Procedure:**

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated and the reasons why the employee believes the Agreement has been allegedly violated, and the relief requested.

Step One: An employee desiring to process a grievance must file a written statement of the grievance to the County Senior Director of Long Term Care Services no later than ten (10) business days after the employee knew the facts on which the grievance is based. The County Senior Director of Long Term Care Services shall meet with the employee within five (5) business days following receipt of the notice and shall give a written decision within five (5) business days thereafter. For purposes of this Agreement, a "business day" is Monday-Friday, excluding holidays.

Step Two: If the employee is not satisfied with the decision of the County Senior Director of Long Term Care Services, within ten (10) business days following the decision of the County Senior Director of Long Term Care Services the employee may file a written appeal to the Board of Commissioners setting forth a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated and the reasons why the employee believes the Agreement has been allegedly violated, and the relief requested. Within ten (10) business days following receipt of the appeal, the Board of Commissioners shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than thirty (30) calendar days following receipt of the appeal and a written decision shall be rendered within five (5) business days thereafter.

Step Three: If the employee is not satisfied with the decision of the Board of Commissioners,

the Union may file within twenty (20) business days following the receipt of the decision of the Board of Commissioners, a request for arbitration to the Public Employee Labor Relations Board. The Arbitrator shall be selected in accordance with the Public Employee Labor Relations Board's process regarding the selection of arbitrators. The Arbitrator shall be limited to interpretation of specific provisions of this Agreement. The Arbitrator shall not add to, modify, or delete any provision in the Agreement nor shall the Arbitrator order the payment of any cost item that has not been previously approved as a cost item by the County Delegation. The decisions of the Arbitrator shall be final and binding on the Parties. Either the County or the Union may appeal the Arbitrator's decision in accordance with the provisions of RSA 542, including but not limited to RSA 542:8-10.

The cost of arbitration shall be borne equally by the Parties.

The foregoing time limitations may be extended by mutual written agreement of the Parties.

Failure of the grievant to abide by the time limits set out in this Article shall result in the grievance being deemed settled on the basis of the last decision made by the County. Failure of the County or its representatives to provide a decision at any step of the procedure shall result in the grievance automatically progressing to the next step of the procedure

A grievant may be present at all steps of the procedure.

## **Article 12      No Strike/ No Lockout**

The Union and its members agree not to cause, condone, encourage, sanction, sponsor or participate in any strike, walkout, stay out, sick-out, work slowdown, withholding of services, work stoppage or any curtailment of work or interference with the operation of the County during the term of this Agreement. The County agrees not to lock out the employees during the life of this Agreement.

## **Article 13      Wages and Hours**

13.1      The Compensation and Classification Plan, which sets the wage rate ranges for employees, is appended hereto as Appendix A and fully incorporated into this Agreement. The parties agree that employees shall be paid at least the minimum wage rate set forth in Appendix A for the applicable year, and that no employee shall be paid more than the maximum wage rate set forth in Appendix A for the applicable year.

There will be no retroactive pay associated with this Agreement. All wage adjustments set forth herein shall occur and be implemented during the term of this Agreement and do not relate to time periods preceding the Parties' execution of this Agreement.

13.2      The County shall pay the wage adjustments set forth in this Section 13.2 provided that the following legal pre-conditions are all satisfied: the Union properly ratifies this Agreement, the Board of Commissioners properly ratifies this Agreement, and the County Delegation properly votes to approve any and all cost items associated with this Agreement, and the Parties have fully executed this Agreement.

Effective in the first full pay period of July 2022 that includes only July 2022 dates, bargaining unit members shall receive a cost of living adjustment (“COLA”) increase in the employee’s base wage rate, as set forth in Appendix B, provided his/her performance in the most current required evaluation has been determined by the Senior Director of Long Term Care Services or his/her designee to have been satisfactory. To the extent that the employee receives less than the increase in the employee’s base rate set forth in Appendix B because the employee’s base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of the increase set forth in Appendix B. By way of example, if an employee classified as a Laundry Aide currently makes \$16.79 per hour, and the maximum rate is \$19.60, then a three dollar (\$3.00) increase to the base rate of \$16.79 per hour would surpass the maximum rate by \$0.19 per hour, at \$19.79 per hour, or \$395.20 annualized on a 40 hour work week. In this example, the employee’s rate would increase from \$16.79 to \$19.60 and the employee would receive a \$395.20 bonus that does not increase the base wage.

Effective the first full pay period of July 2023 that includes only July 2023 dates, each employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a three percent (3%) cost of living adjustment (“COLA”) increase in the employee’s base wage rate, provided his/her performance in the most current required evaluation has been determined by the Senior Director of Long Term Care Services or his/her designee to have been satisfactory and the 3% increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a 3% increase in the employee’s base rate because the employee’s base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a 3% increase. By way of example, if an employee currently makes \$25.00 per hour, and the maximum rate is \$25.35, then a 3% increase to the base rate of \$25.00 per hour would surpass the maximum rate by \$0.40 per hour, at \$25.75 per hour, or \$832.00 annualized on a 40 hour work week. In this example, the employee’s rate would increase from \$25.00 to \$25.35 and the employee would receive a \$832.00 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior to the first pay period that includes only July 2023 dates, then the employee will receive a bonus of the equivalent of a 3% increase of base rate and this bonus shall not increase the employee’s base wage rate, provided his/her performance in the most current required evaluation period has been determined by the Senior Director of Long Term Care Services or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate set forth in Appendix A by virtue of being eligible for this 3% COLA in the first pay period that includes only July 2023 dates, then the employee would be eligible to receive the 3% COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Senior Director of Long Term Care Services or his/her designee to be satisfactory.

Effective the first full pay period of July 2024 that includes only July 2024 dates, each employee in the Bargaining Unit who has not reached the maximum wage rate set forth in Appendix A will be eligible for a three-and-one tenth percent (3.10%) cost of living adjustment (“COLA”)

increase in the employee's base wage rate, provided his/her performance in the most current required evaluation has been determined by the Senior Director of Long Term Care Services or his/her designee to have been satisfactory and the 3.10% increase to the base rate does not exceed the maximum rate. To the extent that the employee receives less than a 3.10% increase in the employee's base rate because the employee's base rate reaches the maximum then the employee will also receive a prorated bonus, and the increase plus the prorated bonus shall not exceed the equivalent of a 3.10% increase. By way of example, if an employee currently makes \$26.00 per hour, and the maximum rate is \$26.14, then a 3.10% increase to the base rate of \$26.00 per hour would surpass the maximum rate by \$0.67 per hour, at \$26.81 per hour, or \$1,393.60 annualized on a 40 hour work week. In this example, the employee's rate would increase from \$26.00 to \$26.14 and the employee would receive a \$1,393.60 bonus that does not increase the base wage. To the extent that an employee is receiving the maximum wage rate set forth in Appendix A prior to the first pay period that includes only July 2024 dates, then the employee will receive a bonus of the equivalent of a 3.10% increase of base rate and this bonus shall not increase the employee's base wage rate, provided his/her performance in the most current required evaluation period has been determined by the Senior Director of Long Term Care Services or his/her designee to be satisfactory. To the extent that an employee reaches the maximum wage rate set forth in Appendix A by virtue of being eligible for this 3.10% COLA in the first pay period that includes only July 2024 dates, then the employee would be eligible to receive the 3.10% COLA but not the bonus, provided his/her performance in the most current required evaluation period has been determined by the Senior Director of Long Term Care Services or his/her designee to be satisfactory.

Bargaining unit members who are in "Per Diem" positions will not be eligible to receive the COLAs or bonuses referred to in this article, and instead will be paid the wage rate set forth in Appendix A.

If an individual is an employee who has not completed one year of employment with the Rockingham County Nursing Home (the "initial probationary period") at the time of the COLAs or bonus listed above, the individual will not receive the COLA or bonus in question until successful completion of the initial probationary period, and the payment will be prospective and will not be retrospective. Upon successful completion of the individual's initial probationary period, every individual who successfully completes his or her initial probationary period and therefore becomes an employee of the Bargaining Unit will be paid at least the minimum wage rate set forth in Appendix A for the applicable year.

13.3 Shift Differential: Differential rates are only paid for the differential hours actually worked by the employee. Any employee who actually works during any of the differential hours from 3:00 p.m. to 7:00 a.m. shall be paid a shift differential rate per hour as set forth in this Article 13.3 for any of those differential hours actually worked. This Section Article 13.3 shall govern shift differentials and supersedes any past practice. Employees who are required to attend mandated County trainings or proceedings will continue to earn their respective differential for their currently assigned shift. Employees must receive pre-approval from one of the following designated individuals as applicable to the employee (Director of Nursing, Assistant Director of

Nursing, Activities Coordinator, Social Services Manager, Environmental Services Manager, Fiscal Services Manager) in order to attend a mandatory training on a shift other than the employee's currently assigned shift.

13.3.1 The Shift Differentials for only the positions of Licensed Nursing Assistants, Registered Nurses, Medication Nursing Assistants, Licensed Practical Nurses and the Per Diem counterparts for these positions are as follows:

Hours between 11:00 p.m. to 7:00 a.m. - \$3.50 per hour actually worked

Hours between 3:00 p.m. to 11:00 p.m. - \$2.75 per hour actually worked

Weekend Differential: Differential rates are only paid for the differential hours actually worked by the employee. A weekend differential of \$2.00 per hour shall be paid for all hours actually worked on weekends. Weekends are defined as 7:00 a.m. on Saturday through 7:00 a.m. on Monday. (Please see Article 13.3.1.a for Weekender I and Weekender II Employee Shift Differentials)

13.3.1.a Weekender I and Weekender II Weekend Employee Shift Differentials

Differential rates are only paid for the differential hours actually worked by the Weekender I and Weekender II Employee (as Weekender Employee I and Weekender II are defined in Article 3 of this Agreement). Weekender I and Weekender II Employees shall receive the following shift differentials for hours actually worked during weekends:

Hours between 7:00 a.m. to 3:00 p.m. - \$3.00 per hour actually worked

Hours between 3:00 p.m. to 11:00 p.m. - \$7.125 per hour actually worked

Hours between 11:00 p.m. to 7:00 a.m. - \$8.25 per hour actually worked

Weekends are defined as 7:00 a.m. on Saturday through 7:00 a.m. on Monday. Differentials listed above in section 13.3.1 shall apply to Weekender I and Weekender II Employees for all hours worked during weekday hours (defined as 7:00 a.m. Monday through 7:00 a.m. Saturday).

13.3.2 The Shift Differential for only the positions of Housekeeping Aides, Laundry Aides, Receptionists and the Per Diem counterparts for these positions are as follows:

Hours between 11:00 p.m. to 7:00 a.m. - \$2.00 per hour actually worked

Hours between 3:00 p.m. to 11:00 p.m. - \$1.25 per hour actually worked

Weekend Differential: Differential rates are only paid for the differential hours actually worked by the employee. A weekend differential of \$1.00 per hour shall be paid for all hours actually worked on weekends. Weekends are defined as 7:00 a.m. on Saturday through 7:00 a.m. on Monday. While Activities Aides are not eligible for the second and third shift differentials, they are eligible for the Weekend Differential.

13.3.3 Nursing Administrative Assistants, and Social Workers I, II and III and any Per Diem counterparts for these positions do not receive any Shift Differentials.

## **Article 14 Overtime**

14.1 All time worked in excess of forty (40) hours in one workweek shall be paid at one and a half times the employee's regular rate of pay in accordance with the overtime regulations corresponding to the federal Fair Labor Standards Act (the FLSA). Earned time or time out on any form of leave shall not be counted or included as time worked in calculating the "in excess of forty (40) hours" threshold for overtime eligibility. The use of holiday accrual time for approved absences set forth in Article 15 will count in calculating the "in excess of forty (40) hours" threshold for overtime eligibility.

14.2 Overtime must be pre-authorized before an employee is allowed to work overtime. Specifically, overtime must be pre-approved by one of the following designated individuals as applicable to the employee (Director of Nursing, Assistant Director of Nursing, Activities Coordinator, Social Services Manager, Environmental Services Manager, Fiscal Services Manager) before the employee is allowed to work overtime.

14.3 Mandatory Overtime: For purposes of this Article, the County may order mandatory overtime if the County believes it is necessary to maintain adequate staffing levels and/or to address the operational needs of the County. Before ordering mandatory overtime, the County will first request bargaining unit members who are qualified for the position at issue to work the overtime at issue, including coming in early before the bargaining unit members' scheduled shifts or staying on to work past the bargaining unit members' scheduled shifts. If no qualified bargaining unit member agrees to work the overtime at issue, the County will mandate overtime work with the order of preference being to first mandate overtime to the qualified bargaining unit member who then has no overtime or the least amount of overtime for the workweek in question. If there are multiple qualified bargaining unit members who then have no overtime the order of selection will be to the least senior individual in that particular position in need. Any mandated overtime will be in compliance with applicable state law pertaining to allowed hours of work.

## **Article 15 Holidays and Holiday Pay**

**Please note: Holidays and Holiday Pay do not apply to Per Diem Employees and Weekender I and Weekender II Employees and Per Diem Employees and Weekender I and Weekender II Employees are not eligible for or entitled to Holidays or Holiday Pay.** All aspects of Holidays and Holiday Pay available to employees shall be governed by the County's Holiday and Holiday Pay policies as may be modified from time to time at the sole discretion of the County.

## **Article 16 Longevity Pay**

**Please note: Longevity Pay does not apply to Per Diem Employees and Per Diem Employees are not eligible for or entitled to Longevity Pay.** All aspects of Longevity Pay available to employees shall be governed by the County's Longevity Pay policies as may be modified from time to time at the sole discretion of the County.

## **Article 17      Earned Time**

**Please Note: Earned Time does not apply to Per Diem Employees and Weekender I Employees, and Per Diem Employees and Weekender I Employees are not eligible for or entitled to Earned Time.** All aspects of the Earned Time benefit available to employees shall be governed by the County's Earned Time policies as may be modified from time to time at the sole discretion of the County. Earned Time accrual will not be adjusted retroactively. Earned Time accrual will be adjusted prospectively at the time that the Parties execute this Agreement.

17.1 Time Off for Weekender I Employees: Weekender Employees are guaranteed four days off per year with pay, after one year of employment in a benefit eligible position. The Weekender I Employee that leaves and returns to Weekender I status cannot exceed this maximum in a calendar year-end. New employees must work one year for Rockingham County Rehabilitation and Nursing Center before being granted this paid leave. Weekender I Employees who have already worked at least one year for Rockingham County Rehabilitation and Nursing Center and transfer to the Plan may take advantage of this paid time off right away; *however it will be prorated for the first year* (scheduled in advance). Any unused time will lapse at calendar year-end.

17.2 Time Off for Weekender II Employees: Weekender Employees are guaranteed four weekend days and two Earned Time weekdays (scheduled Monday or Friday) off per year with pay, after one year of employment in a benefit eligible position. The Weekender II Employee that leaves and returns to Weekender II status, or transfers between Weekender I and Weekender II status, cannot exceed this maximum in a calendar year-end. New employees must work one year for Rockingham County Rehabilitation and Nursing Center before being granted this paid leave. Weekender II Employees who have already worked at least one year for Rockingham County Rehabilitation and Nursing Center and transfer to the Plan may take advantage of this paid time off right away; however it will be prorated for the first year (scheduled in advance). If a Weekender II employee changes status any unused weekday Earned Time will be paid out. Any unused Weekender II weekend time off and weekday Earned Time will lapse at calendar year-end.

17.3 Unscheduled Absences for Weekender Employees: Weekender Employees will be required to use "Time Off" as outlined above. Abuse of unscheduled absences will constitute misconduct subject to disciplinary action as outlined in Article 9 Disciplinary Procedures; except that for purposes of this Article, two or more days over a three month period shall be considered abuse.

## **Article 18      Bereavement Leave**

**Please Note: Bereavement Leave does not apply to Per Diem Employees and Weekender I and Weekender II Employees, and Per Diem Employees and Weekender I and Weekender II Employees are not eligible for or entitled to Bereavement Leave.** All aspects of Bereavement Leave available to employees shall be governed by the County's Bereavement Leave policies as may be modified from time to time at the sole discretion of the County.

## **Article 19      Family and Medical Leave Act ("FMLA") Leave**

All aspects of Family and Medical Leave Act Leave available to employees shall be governed by the County's FMLA Leave policies as may be modified from time to time at the sole discretion of the County.

## **Article 20      Maternity Leave**

All aspects of Maternity Leave available to employees shall be governed by the County's Maternity Leave policies as may be modified from time to time at the sole discretion of the County.

## **Article 21      Military Leave**

All aspects of the Military Leave available to employees shall be governed by the County's Military Leave policies as may be modified from time to time at the sole discretion of the County.

## **Article 22      Jury Duty/Witness Leave**

All aspects of Jury Duty/Witness Leave available to employees shall be governed by the County's Jury Duty/Witness Leave policies as may be modified from time to time at the sole discretion of the County.

## **Article 23      Training Leave**

**Please Note: Training Leave does not apply to Per Diem Employees, and Per Diem Employees are not eligible for or entitled to Training Leave.** All aspects of Training Leave available to employees shall be governed by the County's Training Leave policies as may be modified from time to time at the sole discretion of the County.

## **Article 24      Workers' Compensation Leave**

All aspects of Workers' Compensation Leave available to employees shall be governed by the County's Workers' Compensation Leave policies as may be modified from time to time at the sole discretion of the County.

## **Article 25      Crime Victim Leave**

All aspects of Crime Victim Leave available to employees shall be governed by the County's Crime Victim Leave policies as may be modified from time to time at the sole discretion of the County, in compliance with applicable state law.

## **Article 26      Sick Pool Leave**

**Please Note: Sick Pool Leave does not apply to Per Diem Employees and Weekender I and Weekender II Employees, and Per Diem and Weekender I and Weekender II Employees are not eligible for or entitled to Sick Pool Leave.** The Sick Leave Pool program has been discontinued for employees without existing Sick Leave Pool Accounts. No further conversions will be allowed for any employee. However, employees with remaining Sick

Pool balances may apply to utilize their remaining Sick Pool time.

## **Article 27      Health Insurance**

**Please Note: Health Insurance does not apply to Per Diem Employees, and Per Diem Employees are not eligible for or entitled to Health Insurance.**

27.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 27 and in the various health insurance policies, benefits eligible employees in the Bargaining Unit shall be entitled to participate in the health insurance coverage options that the County makes available to its non-unionized personnel ("the County Plan"). The County shall only contribute to the health and dental benefits portions of the County Plan as set forth in Article 27 and 28 of this Agreement. Enrollment procedures and premium deduction procedures shall be handled by the County. There will be no other health insurance coverage available to benefits eligible employees other than the County Plan.

27.2 Effective as soon as practicable after the Parties have executed this Agreement and through June 30, 2025, the County shall pay 80% of the total premium for health insurance coverage under the County Plan as elected by a full-time benefits eligible employee, and the full-time benefits eligible employee shall pay the remaining 20% portion of the health insurance premium. The County's portion of the total health premium shall be prorated for part-time benefits eligible employees based upon an individual employee's regularly scheduled hours per pay period. For example, if a part-time benefits eligible employee is regularly scheduled 48 hours per biweekly pay period, then the prorated County portion will be 48% (48 regularly scheduled hours / 80 regularly scheduled hours for a full-time employee = 60% proration; 80% County portion for a full-time employee x 60% part-time proration = 48% prorated County portion), and the employee portion of the total health premium would be 52%.

27.3 An employee who is eligible for health insurance herein, but who is covered under non-County health insurance plan or a plan that is set forth in another collective bargaining agreement between the County and another bargaining unit, or health insurance through the military, or health insurance through retirement other than the County, and who elects not to participate in health insurance available under this Agreement shall receive any amount appropriated annually by the County Delegation in accordance with RSA 24:13-c in addition to the employee's regular compensation. The employee will not receive this additional amount if the employee elects to participate in health insurance coverage pursuant to this Agreement. Buyouts pursuant to this Article 27.3 shall be limited to one buyout per family. Health buyouts for part-time bargaining unit members will be prorated based upon regularly scheduled biweekly hours.

27.4 It is the express intent of both the County and the Union that health care insurance offered pursuant to the Agreement shall at all times comply with the Affordable Care Act (ACA) and any other state, federal or local insurance and/or health care law, without the County being subject to any fees, fines, taxes or penalties (including but not limited to the employer shared responsibility payment and any excise tax that may be imposed on high cost employer-sponsored health insurance coverage).

Accordingly, on an annual basis, the County will analyze the census of employees eligible for coverage and the cost of health insurance for the coming fiscal year, and if it appears that healthcare premiums will exceed the limits under the law or that the scope of coverage offered by the County could result in the imposition of any fees, fines, taxes or penalties as outlined above, the County shall notify the Union of said circumstance. Upon said circumstance, the Parties agree to reopen the contract upon fifteen (15) days' written notice for the purposes of negotiating alternative health insurance with the intent of avoiding the payment of such fees, fines, taxes or penalties. Upon the beginning of negotiations, the Parties shall identify at least four mutually agreeable arbitrators who would be acceptable in the event that the parties fail to reach agreement.

In the event that the Parties have not reached agreement within forty (40) days following the notice of reopener, then the parties agree to place the issue before interest arbitration, provided that:

1. The arbitration shall be final and binding and a decision reached within sixty (60) days following the notice of reopener;
2. The arbitrator's express duty is limited to awarding health insurance which complies with the ACA and which would not subject the County to the fees, fines, taxes or penalties provided under the ACA;
3. The arbitrator shall select a plan that achieves the above result while differing the least from the most recent negotiated health insurance plan, with a primary goal of avoiding or limiting any increase to either the employer or employee share of health insurance premiums;
4. That any award from the arbitrator shall be effective as of the plan renewal date with no retroactive reimbursement to either the County or Employees;
5. Any appeal of the arbitrator's decision shall be subject to NH RSA 542.

## **Article 28      Dental Insurance**

**Please Note: Dental Insurance does not apply to Per Diem Employees, and Per Diem Employees are not eligible for or entitled to Dental Insurance.**

28.1 As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 28 and in the various dental insurance policies, benefits eligible employees in the Bargaining Unit shall be entitled to participate in the dental insurance coverage options offered through the County if the eligible employee elects County dental coverage. Enrollment procedures and premium deduction procedures shall be handled by the County. There will be no other dental insurance coverage available to benefits eligible employees.

28.2 Effective as soon as practicable after the Parties have executed this Agreement and through June 30, 2025, the County shall pay 75% of the total premium for dental insurance coverage under the County Plan as elected by a full-time benefits eligible employee, and the full-

time benefits eligible employee shall pay the remaining 25% portion of the dental insurance premium. The County's portion of the total dental premium shall be prorated for part-time benefits eligible employees based upon an individual employee's regularly scheduled hours per pay period. For example, if a part-time benefits eligible employee is regularly scheduled 48 hours per biweekly pay period, then the prorated County portion will be 45% ( $48 \text{ regularly scheduled hours} / 80 \text{ regularly scheduled hours for a full-time employee} = 60\% \text{ proration}$ ;  $75\% \text{ County portion for a full-time employee} \times 60\% \text{ part-time proration} = 45\% \text{ prorated County portion}$ ), and the employee portion of the total dental premium would be 55%.

## **Article 29      Short Term Disability Insurance**

**Please Note: Short Term Disability Insurance does not apply to Per Diem Employees and Weekender I and Weekender II Employees, and Per Diem Employees and Weekender I and Weekender II Employees are not eligible for or entitled to Short Term Disability Insurance.**

As soon as practicable after the Parties have executed this Agreement, and pursuant to the terms and conditions set forth in this Article 31 and in the various short term disability insurance policies, the County shall provide eligible employees in the Bargaining Unit with short term disability insurance ("STD") coverage options offered by the County to its non-affiliated personnel and the County shall pay 100% of any associated premium for such STD coverage for eligible full-time employees. The County shall pay a pro-rated amount corresponding to a pro-rated premium for any eligible part-time employees which is based on the part-time employees' regularly scheduled hours worked. Enrollment procedures shall be handled by the County. There will be no other short term disability insurance coverage available to eligible employees.

## **Article 30      Bulletin Boards**

The Employer shall furnish reasonable space on 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, legislative enactments, decisions of the Public Employee Labor Relations Board (PELRB), and judicial decisions affecting public 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, or impair the operation of the department; or which constitute partisan, political campaign material. Where the Employer finds material posted on the bulletin board to be objectionable as violative of the Agreement, it will consult with the Union. If such consultation doesn't resolve the Employer's objections, the material in question shall be promptly removed from the bulletin board by the Union. The matter will then be immediately referred to the grievance procedure for resolution.

## **Article 31      Performance Evaluations**

31.1      The Senior Director of Human Resources shall be responsible for maintaining an employee performance evaluation system. The responsibility for evaluating employee

performance rests with the supervisor and the County Senior Director of Long Term Care Services. The supervisor or the County shall make a written evaluation of the employee's performance once annually. Employee evaluations may be accomplished by a group or an individual who has supervised the employee during the evaluation period and shall be signed by all who participated in the evaluation.

31.2 Each employee shall have the right to examine any evaluation made of his/her performance by an authorized superior immediately following such evaluation. Supervisor/employee discussion prior to any written evaluation is encouraged.

31.3 An employee shall have the right to grieve a performance evaluation with an overall rating of unsatisfactory.

### **Article 32 Anti-Spiking**

Notwithstanding any other provision in this Agreement, any separation benefits otherwise payable to an employee shall be capped at the maximum amount that will not result in the New Hampshire Retirement System assessing the County for "spiking" (such as previously codified in former RSA 100-A:16, III-a).

### **Article 33 Effect of Agreement**

33.1 This instrument constitutes the entire Agreement of the County and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the Parties.

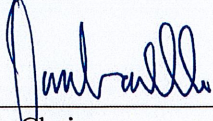
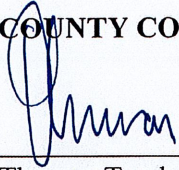
33.2 The Parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the County 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 referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Nothing in the Article prevents the Parties from forming a practice, as past practice is defined under applicable NH case law, after the Parties' execution of this Agreement.

### **Article 34 Duration of Agreement**

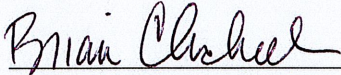
This Agreement shall be in full force and effect from and after the date of both Parties' execution of this Agreement and shall expire on June 30, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement this 30<sup>th</sup> day of June, 2022.

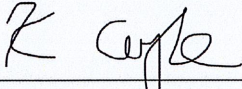
**COUNTY COMMISSIONERS**



Thomas Tombarello, Chair

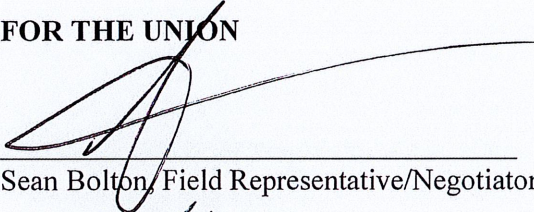


Brian Chirichiello, Vice Chair

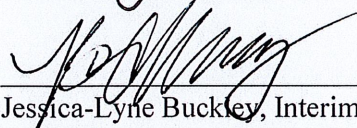


Kate Coyle, Clerk

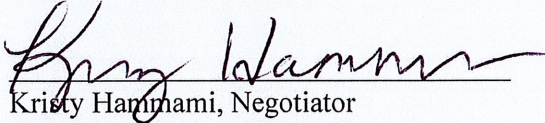
**FOR THE UNION**



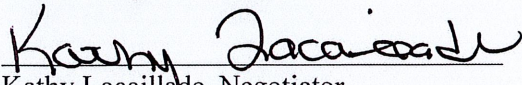
Sean Bolton, Field Representative/Negotiator



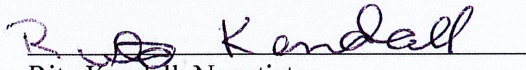
Jessica-Lyne Buckley, Interim Chapter President, Negotiator



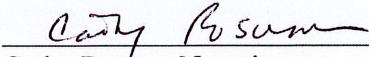
Kristy Hammami, Negotiator



Kathy Lacaillade, Negotiator



Rita Kendall, Negotiator



Cathy Rosum, Negotiator

**Appendix A**  
**Rockingham County Compensation and Classification Plan**  
**Rockingham County Rehabilitation and Nursing Center**  
**State Employees' Association of New Hampshire, Inc., SEIU Local 1984**

Position		July 1, 2022 to July 2, 2022		July 3, 2022 to July 1, 2023		July 2, 2023 to July 6, 2024		July 7, 2024 to June 30, 2025	
		Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay	Minimum Rate of Pay	Maximum Rate of Pay
				Appendix B rate increases effective in the first full pay period of July 2022 that includes only July 2022 dates.		3.00% Increase effective in the first full pay period of July 2023 that includes only July 2023 dates		3.10% Increase effective in the first full pay period of July 2024 that includes only July 2024 dates	
1	Licensed Nursing Assistant	\$ 14.39	\$ 20.83	\$ 17.00	\$ 24.61	\$ 17.50	\$ 25.35	\$ 18.00	\$ 26.14
2	Medication Nursing Assistant	\$ 16.22	\$ 23.47	\$ 19.16	\$ 27.72	\$ 19.73	\$ 28.55	\$ 20.34	\$ 29.44
3	Licensed Practical Nurse	\$ 20.19	\$ 29.22	\$ 23.85	\$ 34.52	\$ 24.56	\$ 35.56	\$ 25.32	\$ 36.66
4	Registered Nurse	\$ 24.88	\$ 36.01	\$ 29.39	\$ 42.53	\$ 30.27	\$ 43.81	\$ 31.20	\$ 45.17
5	Per Diem Licensed Nursing Assistant	\$ 16.25	\$ 16.25	\$ 19.20	\$ 19.20	\$ 19.80	\$ 19.80	\$ 20.40	\$ 20.40
6	Per Diem Medication Nursing Assistant	\$ 21.25	\$ 21.25	\$ 25.10	\$ 25.10	\$ 25.85	\$ 25.85	\$ 26.60	\$ 26.60
7	Per Diem Licensed Practical Nurse	\$ 25.25	\$ 25.25	\$ 29.85	\$ 29.85	\$ 30.75	\$ 30.75	\$ 31.70	\$ 31.70
8	Per Diem Registered Nurse	\$ 29.25	\$ 29.25	\$ 34.55	\$ 34.55	\$ 35.60	\$ 35.60	\$ 36.70	\$ 36.70
9	Housekeeper	\$ 11.07	\$ 16.79	\$ 14.00	\$ 19.60	\$ 14.42	\$ 20.19	\$ 14.87	\$ 20.82
10	Laundry Aide	\$ 11.07	\$ 16.79	\$ 14.00	\$ 19.60	\$ 14.42	\$ 20.19	\$ 14.87	\$ 20.82
11	Receptionist	\$ 11.90	\$ 17.22	\$ 14.90	\$ 20.86	\$ 15.35	\$ 21.49	\$ 15.83	\$ 22.16
12	Activities Aide	\$ 13.09	\$ 18.94	\$ 16.09	\$ 22.53	\$ 16.58	\$ 23.21	\$ 17.09	\$ 23.93
13	Administrative Assistant	\$ 14.18	\$ 19.63	\$ 17.18	\$ 24.05	\$ 17.69	\$ 24.77	\$ 18.24	\$ 25.54
14	Social Worker I	\$ 15.69	\$ 22.70	\$ 18.69	\$ 26.17	\$ 19.26	\$ 26.96	\$ 19.86	\$ 27.80
15	Social Worker II	\$ 17.43	\$ 25.22	\$ 20.43	\$ 28.60	\$ 21.04	\$ 29.46	\$ 21.69	\$ 30.37
16	Social Worker III	\$ 20.74	\$ 30.01	\$ 23.74	\$ 33.24	\$ 24.46	\$ 34.24	\$ 25.21	\$ 35.30
17	Per Diem Receptionist	\$ 16.25	\$ 16.25	\$ 17.50	\$ 17.50	\$ 18.00	\$ 18.00	\$ 18.50	\$ 18.50

**Appendix B**  
**Rockingham County Rehabilitation and Nursing Center**  
**State Employees' Association of New Hampshire, Inc., SEIU Local 1984**  
**Wage Adjustments Effective in the first full pay period of July 2022 that includes only July 2022 days**

The County shall pay the wage adjustments set forth in Section 13.2 provided that all of the following preconditions are satisfied:

- (a) The Board of Commissioners and the Union properly ratify this Agreement;
- (b) the County Delegation properly votes to approve any and all cost items associated with this Agreement;
- (c) the Parties have fully executed this Agreement; and
- (d) the employee in question's performance in the most current required evaluation has been determined by the Senior Director of Long Term Care Services or his/her designee to have been satisfactory.

<b>Position</b>	<b>Wage Adjustments Effective in the first full pay period of July 2022 that includes only July 2022 days</b>
Licensed Nursing Assistant	18.15%
Medication Nursing Assistant	18.11%
Licensed Practical Nurse	18.14%
Registered Nurse	18.11%
Per Diem Licensed Nursing Assistant	18.00%
Per Diem Medication Nursing Assistant	18.00%
Per Diem Licensed Practical Nurse	18.00%
Per Diem Registered Nurse	18.00%
Housekeeper	\$3.00
Laundry Aide	\$3.00
Receptionist	\$3.00
Activities Aide	\$3.00
Administrative Assistant	\$3.00
Social Worker I	\$3.00
Social Worker II	\$3.00
Social Worker III	\$3.00
Per Diem Receptionist	\$1.25