RECEIVED
JUN 23 2011
PELRB

# AGREEMENT
# BETWEEN THE
# COÖS COUNTY COMMISSIONERS
# AND
# AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
# AFSCME, COUNCIL 93, LOCAL 3421
# ON BEHALF OF CERTAIN EMPLOYEES
# OF THE COÖS COUNTY NURSING HOME
# BERLIN FACILITY

**2011**

AGREEMENT
BETWEEN THE
COÖS COUNTY COMMISSIONERS
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFSCME, COUNCIL 93, LOCAL 3421
ON BEHALF OF CERTAIN EMPLOYEES
OF THE COÖS COUNTY NURSING HOME
BERLIN FACILITY

## TABLE OF CONTENTS


| ARTICLE | | PAGE |
|---|---|---|
| 1. | RECOGNITION | 3 |
| 2. | MANAGEMENT CLAUSE | 3 |
| 3. | PROBATIONARY EMPLOYEES | 4 |
| 4. | SENIORITY | 4 |
| 5. | HOURS OF WORK AND OVERTIME | 5 |
| 6. | PROMOTIONS AND TRANSFERS | 7 |
| 7. | INTERFERENCE WITH COUNTY OPERATIONS AND LOCKOUTS PROHIBITED | 7 |
| 8. | DUES DEDUCTIONS AND MAINTENANCE OF MEMBERSHIP | 8 |
| 9. | DISCIPLINARY PROCEDURE | 9 |
| 10. | GRIEVANCE PROCEDURE | 9 |
| 11. | BULLETIN BOARDS | 11 |
| 12. | JURY AND WITNESS DUTY | 12 |
| 13. | BEREAVEMENT LEAVE | 12 |
| 14. | WAGES | 12 |
| 15. | LONGEVITY STEPS | 13 |
| 16. | PREMIUM HOLIDAYS | 14 |
| 17. | PERSONAL LEAVE TIME | 14 |
| 18. | SICK LEAVE | 16 |
| 19. | EXTENDED LEAVES OF ABSENCE | 17 |
| 20. | HEALTH INSURANCE | 20 |
| 21. | LIFE INSURANCE | 22 |
| 22. | ACCIDENT AND SICKNESS BENEFIT | 22 |
| 23. | LICENSE RENEWALS | 23 |
| 24. | EDUCATIONAL ASSISTANCE | 23 |
| 25. | SEPARABILITY | 25 |
| 26. | EXPENDITURE OF PUBLIC FUNDS | 25 |
| 27. | EFFECT OF AGREEMENT | 25 |
| 28. | DURATION | 26 |
| | APPENDIX A | 27 |
| | APPENDIX B | 28 |

The Coös County Commissioners (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees, Council 93, Local 3421 (hereinafter referred to as the "Union") hereby agree as follows:

## -ARTICLE 1-
## RECOGNITION

1. The Employer hereby recognizes the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all regular full-time and regular part-time employees of the Coös County Nursing Home, Berlin Facility in the following job classifications: Payroll Clerks, Receptionist/Clerk, Cooks, Dishwashers, Dietary Aides/Helpers, Licensed Practical Nurses, Licensed Nursing Assistants, Medication Nursing Assistant, Unit Aides, Health Information Clerks, Maintenance Workers I and II, Porters, Housekeeping Aides, Laundry Aides, Physical Therapy Aides, Activity Aides I, II and III.

2. Excluded from recognition or coverage under this Agreement are the Administrator, Food Service Manager, Dietary Consultant, Director of Nursing, Registered Nurse Supervisors, Registered Nurses, Executive Housekeeper, Physical Therapist, Laundry Supervisor, Plant Engineer, Activities Director, Assistant Food Service Manager, Accounting Assistants, Health Information Director, Social Services Director, Staff Development Director and Quality Management Director and all other supervisors and professional employees, persons in temporary or probationary status, employed seasonally, irregularly or on-call and all other employees of Coös County. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the job classifications set forth in the first sentence of this Article.

## -ARTICLE 2-
## MANAGEMENT CLAUSE

Except as specifically limited or abridged by the terms of this Agreement, the management of Coös County Nursing Home, Berlin Facility in all its phases and details shall remain vested exclusively in the Employer and its designated agents. The Employer and its agents shall have jurisdiction over managerial policy within the exclusive prerogative of the public employer construed to include but shall not be limited to the functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental functions. It is further specifically agreed that this Article and the exercise of any management rights shall not be subject to the Grievance Procedure, Article 10, as hereinafter set forth.

## -ARTICLE 3-
## PROBATIONARY EMPLOYEES

All newly hired or newly appointed employees must serve a probationary period of 480 hours or 6 months of actual work, whichever comes first, from the date of hire or appointment and such probationary employees shall not be entitled to representation by the Union or covered by any of the terms of this Agreement. The parties specifically agree that the Employer (or its designated agent(s)) may, in its sole discretion, extend an employee's probationary period for an additional period not to exceed 240 hours of actual work based on the employee's most recent performance evaluation.

The employee will not be eligible to PARTICIPATE, i.e., use, employer benefit programs until the probationary period has been fulfilled; however, personal leave time will begin to accrue from the date of hire. This accrued time will not be used or paid until after the probationary period is fulfilled. If an employee terminates prior to the end of the probationary period there will be no accrued time due the employee.

All references to the probationary period in the balance of this Agreement specifically mean 480 hours or 6 months, whichever comes first.

## -ARTICLE 4-
## SENIORITY

1. REGULAR: A REGULAR employee may work either "full time" or "part time".

   (a) FULL TIME: The normal work week for employees covered by this Agreement is forty (40) hours. A full time employee is one whose normal work schedule is forty (40) hours per week exclusive of overtime.

   (b) PART TIME: Part time employees covered by this Agreement have a normal work schedule of less than forty (40) hours per week and work on a regularly scheduled basis.

2. TEMPORARY: A temporary employee is one who does not have either a consistent or regular work schedule; or an employee who is hired to work a position which is being held for an employee on an extended leave of absence as defined in Article 19 or a workers' compensation leave in accordance with State law (currently 18 months). Students and seasonal employees are examples. Temporary employees do not obtain regular status and are not covered by the terms of this Agreement.

3. Seniority for regular employees covered by this Agreement will be determined by the employee's total time of continuous employment.

4. After successful completion of the probationary period, seniority will begin with a regular employee's date of hire. This date will become the employee's Anniversary Date.

5. Employees covered by this Agreement will not accrue benefits while on unpaid leave of absence. For the terms of this agreement and for purposes of this Article, only employees on leave due to worker's compensation will not be considered to be on an unpaid leave of absence.

6. A terminated employee who later returns to work will have as his/her Anniversary Date his/her most recent date of hire.

7. Time worked as a temporary employee will not be credited if an employee's status changes and he/she becomes a regular employee.

8. In scheduling personal time for employees covered by this agreement Department Heads will consider seniority if conflicts in personal time requests exist.

## -ARTICLE 5-
## HOURS OF WORK AND OVERTIME

1. Work shifts and schedules for all employees covered by this agreement shall be established by the Employer.

2. A regular employee is either full time or part time. The normal workweek for full time employees is usually forty (40) hours exclusive of overtime. Full time employees are expected to work a schedule that includes holidays on a fair share basis. Part time employees have a normal workweek of less than forty (40) hours per week but do work on a regularly scheduled basis. Part time employees are also expected to work their fair share of holidays. A temporary employee is one who does not have a consistent work schedule; or an employee who is hired to work a position which is being held for an employee on an extended leave of absence as defined in Article 19 or a workers' compensation leave in accordance with State law (currently 18 months).

3. Breaks :

   - Employees who work seven (7) or more hours a shift shall have one fifteen (15) minute coffee break and a thirty (30) minute meal break during their shift.

   - Employees who work more than five (5) consecutive hours on a shift but less than seven (7) hours will select either:

     A. One thirty (30) minute meal break; or

B. A ten (10) minute coffee break and a twenty (20) minute meal break during their shift.

- Department Heads will schedule all coffee and meal breaks.

- The County will provide a lunch to include a beverage at a cost to the employee of $1.50. Employees will purchase meal tickets from the business office a minimum of five (5) at a time.

- Employees agree to adhere to the time limitations of this benefit; abuse will be subject to the disciplinary procedure.

4. Time worked in excess of forty (40) hours for any pay period shall be compensated at a rate of one and one-half (1 1/2) times the employee's base rate of pay.

5. Shift differential and weekend premium shall be paid in accordance with Appendix B.

6. Any employee covered by this agreement who has left his/her normal place of work for his/her residence and is called back to work by his/her department head will be guaranteed a minimum of three (3) hours pay.

7. Non-administrative regular employees covered by this Agreement may be required to work every other weekend.

8. The County agrees that employees, who normally work less than forty (40) hours per week, shall not be assigned additional hours without prior discussion with the employee involved. Refusal of such additional hours shall not result in disciplinary action by the County.

9. The Employer will post a call-in roster in department specific locations on a monthly basis on or about the last week of each month. Interested employees will be given one week to sign up. Unless an emergency exists, the Employer will call employees listed on the roster on the basis of seniority and in rotation for available hours that will not result in the payment of time and one-half.

10. The normal pay week for employees covered by this Agreement is Sunday at 7 AM (beginning of day shift) to Sunday at 6:59 AM (end of Saturday night shift).

11. Employees working during the daylight savings time change will be paid for actual hours worked.

12. Employees will receive excess duty pay of $1.00 per hour when staffing conditions require them to work longer than their regular shift or scheduled hours. The Department Head and/or Administrator will make the determination.

13. Employees required to work time in excess of their regular shift or scheduled hours will not be required to work more than four (4) hours in addition to their regular shift except in a disaster situation. It is further agreed that disaster includes, but is

not limited to, the closure of the building to visitation due to illness. Employees may offer to work more than four (4) additional hours in addition to their regular shift.

14. When a Physical Therapy Aide certified as a Medication Nursing Assistant (MNA) is required to perform a medication pass as determined by the Administrator, Director of Nursing or designee, the Physical Therapy Aide shall return to his/her regular duties upon fulfillment of the temporary assignment to MNA duties. When a Licensed Nursing Assistant (LNA) certified as a Medication Nursing Assistant (MNA) is required to perform a medication pass as determined by the Administrator, Director of Nursing or designee, the LNA shall remain as the float LNA for the remainder of the shift.

## -ARTICLE 6-
## PROMOTIONS AND TRANSFERS

1. The Employer reserves and shall have the right to make promotions and transfers primarily on the basis of qualifications and prior job performance. If, in the opinion of the Employer, qualifications and prior job performance are equal, seniority will be the deciding factor.

2. Before outside recruitment occurs for vacant positions in job classifications covered by this Agreement, the Employer will post job vacancies for seven (7) days on the facility's bulletin board in order to allow present employees the opportunity to apply for available positions.

3. Job postings shall include department, job title, base rate of pay, job status (temporary or regular) for the vacant position.

4. The Employer acknowledges that cross training is beneficial to the efficient management of the nursing home. From time to time, cross training opportunities may arise. Cross training opportunities will be posted on the facility's bulletin board listing the required qualifications and the Employer's criteria for need (e.g. training for a particular job for a specific day or time of the week). Employees who meet the qualification and need criteria will be considered for cross training. If, in the opinion of the Employer, qualifications are equal, seniority will be taken into consideration.

## -ARTICLE 7-
## INTERFERENCE WITH COUNTY OPERATIONS AND LOCKOUTS PROHIBITED

1. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, work slowdowns, sanctions, picketing or patrolling of any kind, multiple resignations, any form of job action, withholding of any services or any curtailment of work or any restriction or interference with the operations of the Coös County Nursing Home, Berlin Facility or Coös County government during the term of this Agreement. The Employer will not lock out any employees during the term of this

Agreement. In the event of any such activity set forth above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to any such activity until any and all such activity has ceased.

2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section 1 above, the Union shall forthwith disavow any such activity and shall take all reasonable means to induce such employee or group of employees to terminate such activity forthwith, including, but not limited to, any and all disciplinary measures which may be taken pursuant to the local Union's Constitution and By-Laws as from time to time amended.

## -ARTICLE 8-
## DUES DEDUCTIONS AND MAINTENANCE OF MEMBERSHIP

1. The Employer agrees that after the completion of the probationary period as defined in Article 3, all bargaining unit employees shall pay either union dues or an agency fee as a condition of employment. The Employer agrees to deduct union dues or an agency fee for Local 3421 of the American Federation of State, County and Municipal Employees, Council 93, from the wages of bargaining unit employees. The agency fee will be based on the "Calculation of Chargeable Expenses" as certified by Council 93 for the previous year-end period.

   Deductions shall be made on a weekly basis and sent monthly to the Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02108. The Union will keep the Employer informed of the correct name and address of said Business Manager and will certify to the Employer in writing the current rate of its dues or agency fees.

2. If an employee has no check coming or if that employee's check is not large enough to satisfy the dues, then no deduction will be made. If an employee is no longer actively employed, any dues deductions that may be required will cease as of the last day of work. In no case shall the Employer collect or attempt to collect fines and/or assessments for the Union beyond the regular membership dues or fair share payer fees.

3. Employees who wish to reduce their status from paying dues to paying an agency fee may do so annually provided such employee notifies the Employer within the month of December annually.

   The Employer shall post a notice on the facility bulletin board by the time clock immediately preceding the annual change in status period referred to in the preceding paragraph advising all bargaining unit employees that they may reduce their status from paying dues to paying an agency fee by notifying the Employer during December.

   The Employer will notify the Business Manager of Local 3421 in writing within fourteen (14) days of the change in status authorization.

4. Should there be a dispute between an employee, the Union and/or the Employer over the matter of deductions, the Union agrees to defend, indemnify and hold Coös County, Coös County Nursing Home, Berlin Facility, the Coös County Commissioners and all of its agents, servants and employees harmless in any such dispute.

5. The County agrees to allow a union representative or a steward and the aggrieved employee(s) reasonable time, without loss of pay, during regular working hours for the purpose of processing grievances, provided such time away from work does not interfere with the work of the department(s) involved. The Union representative shall obtain prior permission to absent himself/herself from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee at a different work site.

## -ARTICLE 9-
## DISCIPLINARY PROCEDURE

1. Normally, disciplinary action may be handled in the following manner: (a) verbal warning, (b) written warning, (c) suspension and (d) discharge; provided, however, that the Employer may utilize any such procedure or take any such action that, in its opinion, it deems appropriate for the particular situation.

2. The personnel record of an employee will be cleared of written reprimands and suspension notices after a period of three (3) years from the date of such action, provided there are no other infractions committed during the intervening period.

## -ARTICLE 10-
## GRIEVANCE PROCEDURE

1. For the purpose of this contract, a grievance is defined as a written dispute, claim or complaint which is filed and signed by a non-probationary employee in the Bargaining Unit and which arises under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of specific provisions of this Agreement and must specify the specific Article and Section of this Agreement, which has allegedly been violated, the date of the alleged violation, all witnesses to same and the relief requested.

2. Whenever a non-probationary employee in the Bargaining Unit has a grievance as defined in Section 1 above, the following procedure shall be utilized or such grievances shall be deemed waived.

   a. The employee involved shall file the grievance in writing as specified above with the Department Head and the Union within ten (10) working days from the date of the event, which gives rise to the alleged grievance. In determining the ten (10) days, the day of the event will not count but the date of filing will count.

b. If the grievant is not satisfied with the disposition of the grievance by the Department Head, or if no decision has been reached within ten (10) working days after filing with the Department Head, the grievant may file the grievance with the Nursing Home Administrator or his/her designee within ten (10) working days after said grievance was filed with the Department Head.

c. If the grievant is not satisfied with the disposition of the grievance by the Nursing Home Administrator or his/her designee, or if no decision has been reached within ten (10) working days after filing with the Nursing Home Administrator, the grievant may file the grievance with the Coös County Administrator or designee within ten (10) working days after said grievance was filed with the Nursing Home Administrator. Within ten (10) working days after receipt of the grievance, the County Administrator or designee shall schedule a meeting with the grievant and the Union, which meeting shall be held no later than fifteen (15) days following receipt of the grievance. The County Administrator or designee shall have ten (10) working days after the meeting in which to render a decision.

d. If the grievance was based upon the suspension or discharge of the grievant and the grievant is not satisfied with the disposition of the grievance by the County Administrator or designee or if no decision has been reached within ten (10) working days after the meeting, the Union may, within ten (10) working days, either (i) submit the grievance in writing to arbitration; or (ii) appeal the grievance in writing to the County Commissioners.

**ARBITRATION**

Within ten (10) working days after written notice of submission to arbitration, the Employer and the Union will attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, the Union may, within five (5) working days, file the grievance in writing to the American Arbitration Association. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance unless mutually agreed to by both parties, that is, multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be binding upon both parties. However, both parties shall have a right to appeal to the New Hampshire courts under the provisions of Revised Statutes Annotated, Chapter 542, as amended. It is hereby specifically agreed by the Employer and the Union that this contract and the Grievance Procedure Article are subject to the provision of the New Hampshire Revised Statutes Annotated, Chapter 542, as amended. The expense of the arbitrator shall be borne by the losing party. The arbitrator shall be required to declare the losing party. Each party shall make arrangements for and pay for expenses of witnesses who are not County employees who are called by them.

APPEAL TO COUNTY COMMISSIONERS

Upon appeal of the grievance in writing to the County Commissioners, the Commissioners shall have thirty (30) working days to schedule a hearing. Such hearing shall be private unless the grievant requests a public hearing. Within twenty (20) working days after the hearing the Commissioners shall provide a written decision to all parties. The decision of the Commissioners shall be final and binding.

3. The parties acknowledge and agree that the final step of the Grievance Procedure shall be either arbitration or appeal to the County Commissioners, but not both; that such step is available only in cases where the grievant has been suspended or discharged, otherwise the final step will be the County Administrator; and that the election of either arbitration or appeal to the County Commissioners shall be final.

4. The parties to this Agreement specifically agree that the provisions of this Grievance Procedure pertaining to the suspension and discharge of employees shall supersede the provisions of RSA 28:10-a.

5. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the staff of the Coös County Nursing Home, Berlin Facility, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

6. Working days as referred to in this Article shall mean administrative workdays - Monday through Friday.

7. Failure of the grievant or the Union to abide by the time limits set out in this Article shall result in the grievance being deemed abandoned, unless an extension is mutually agreed upon by both parties.

## -ARTICLE 11-
## BULLETIN BOARDS

The Employer agrees to provide a bulletin board in the entrance area of the basement level and by the time clock for the posting of notices addressed to the employees of the Nursing Home and for Union announcements, notices, social events and other non-controversial matters addressed to its members. No Union notice shall be posted until it shall have been signed by the President or Secretary of the Union and a copy provided to and approved by the Administrator of the Nursing Home. (Such approval shall not be unreasonably denied.) Bulletin boards shall not be used for controversial matters or those which conflict with the Employer's no-solicitation policy.

## -ARTICLE 12-
## JURY AND WITNESS DUTY

1. All employees covered by this agreement called as jurors or witnesses in a court of law on scheduled work days will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such services. Satisfactory evidence of such service and proof of the fee received must be submitted to the employee's immediate supervisor.

2. Employees who are called to jury or witness duty and are excused from such duties for a day or days shall report to their regular work assignment as soon as possible after being excused.

## -ARTICLE 13-
## BEREAVEMENT LEAVE

Bereavement leave will be allowed with pay for employees covered by this Agreement after fulfillment of the probationary period in the event of the death of a relative in the immediate family of the employee.

Payment of the bereavement benefit is for time lost from scheduled workdays inclusive of the date of death up to the date of internment.

DAY OF THE FUNERAL ONLY for Spouse's or Civil Union Partner's grandparents, Spouse's or Civil Union Partner's brothers and sisters, Brothers' and Sisters' Spouses or Civil Union Partners.

UP TO TWO (2) DAYS (including the day of the funeral) for Stepchildren, Stepmother, Stepfather, Stepbrother, Stepsister, Grandchildren, Grandparents, Mother-in-Law, and Father-in-Law or the equivalent relationships formed through a Civil Union Partnership.

UP TO THREE (3) DAYS (including the day of the funeral) for Father, Mother, Sister, and Brother.

UP TO FOUR (4) DAYS (including the day of the funeral) for Son and Daughter.

UP TO FIVE (5) DAYS (including the day of the funeral) for Wife and Husband and Civil Union Partner.

## -ARTICLE 14-
## WAGES

1. Wage rates for job classifications covered by this Agreement are set forth in Appendix A attached hereto and made a part thereof.

2. Wage rates for the job classifications covered by this Agreement are set forth in Appendix A attached hereto and made a part thereof.

- Step 1 on Appendix A will be paid from initial employment to 6 months
- Step 2 on Appendix A will be paid from 6 months to the completion of 12 months
- Movement on Steps 3 through 10 will occur annually.

3. The parties specifically agree that horizontal movement from one pay step to another pay step on the salary schedule is not automatic. Each employee covered by this Agreement will be given an annual evaluation and can receive a zero or a one step horizontal increase (i. e., horizontal movement on the wage schedule) based upon his/her evaluation. It is agreed to by the parties that any merit increase based upon an evaluation in any given year is not dependent upon any prior merit increases. An employee shall have the right to request a review of his/her evaluation by the Administrator provided, however, that the parties specifically agree any such evaluation shall not be subject to any further appeal for the Grievance Procedure set forth in Article 10 of this Agreement.

4. When an employee changes job to an equal or lesser paying classification, placement on the wage schedule shall be in accordance with ability and prior experience in the job but in no case will an employee be placed further back than two (2) steps.

5. When an employee changes job to a greater paying classification, placement on the wage schedule will be at the discretion of county, but in no case less than the current rate when promoted.

## -ARTICLE 15-
## LONGEVITY STEPS

1. Subject to the provisions of this article, employees covered by this Agreement who have completed at least seven (7) years of continuous employment will receive a longevity step.

2. The longevity steps for the full time regular employees are determined as follows:

| | | |
|---|---|---|
| a. | After seven years | 400.00 |
| b. | After eight years | 500.00 |
| c. | After nine years | 600.00 |
| d. | After ten years | 700.00 |
| e. | After eleven years | 800.00 |
| f. | After twelve years | 900.00 |
| g. | After thirteen years | 1,000.00 |
| h. | After fourteen years | 1,100.00 |
| i. | After twenty years | 1,200.00 |
| j. | After twenty-five years | 1,300.00 |

3. Regular part-time employees will receive a longevity step on a pro-rated basis upon completion of seven (7) years of continuous employment based on the

actual number of hours paid during the 11 months prior to December 1st of each year. Pro-rating will be on the basis of full time hours being 1907 for eleven months.

4. Notwithstanding the provisions of Section 1. of this Article, in order to receive the first step the employee must have reached step 9 on the Appendix A prior to December 10th. Payment will be made on the first regular payday following that date.

5. In order to qualify for a longevity step, an employee must be in an active employment status on December 10th. An employee is not considered in active employment status if he/she is on an unpaid leave other than an approved Family Medical Leave (FMLA).

## -ARTICLE 16-
## PREMIUM HOLIDAYS

Certain federal and state holidays are premium holidays. An employee covered by this Agreement will be paid one and one-half times his/her regular rate of pay for hours worked on the following holidays:

NEW YEARS
- January 1st 7-3, 3-11, and 11-7 shifts

INDEPENDENCE DAY
LABOR DAY
THANKSGIVING
CHRISTMAS EVE
- December 24th 7-3, 3-11, and 11-7 shifts

CHRISTMAS
- December 25th 7-3, 3-11, and 11-7 shifts

NEW YEARS EVE
- December 31st 7-3, 3-11, and 11-7 shifts

## -ARTICLE 17-
## PERSONAL LEAVE TIME

1. Employees covered by this Agreement are entitled to personal leave time off with pay beginning after the probationary period. Accruals will begin with the first paid hour and will accumulate on all straight time hours paid (except for workers' compensation leave).

2. Accruals will accumulate as follows:

| Years of Service | Personal Time per Straight Time Hour Paid | Personal Time Accruals Per Year | |
|---|---|---|---|
| | | Hours | Days |
| 0 thru 5 | .0808 | 168 | 21 |
| 6 thru 10 | .1000 | 208 | 26 |
| 11 thru 15 | .1193 | 248 | 31 |
| 16 and up | .1384 | 288 | 36 |

3. Personal leave time must be scheduled with the prior approval of the Department Head. In order to assure adequate staffing and accommodate the needs of the employees for personal time, each year on or before March 1, employees will be given the opportunity to select their two (2) primary weeks for the year April 1 to March 31. Time would be granted based on seniority and availability of accrued personal time. No weeks off will be allowed during the seven (7) days prior to and the seven (7) days after Christmas. For all other personal time, the Department Head must receive requests at least thirty (30) days in advance of its use. Personal leave time may be granted on less than thirty (30) days advance request if approved by the Administrator in his/her sole discretion.

4. At least one-half of the employee's personal leave time must be used in increments equal to an employee's normally scheduled work week. Time will be granted in increments equal to the employee's normal work day and part-time employees may request up to 40 hours of personal time for weeks scheduled off. Carry-over of accruals at year end may not exceed fifty percent (50%) of the hours an employee was eligible to accrue during the year from the table in Item 2.

5. Pay in lieu of personal leave time will not be allowed unless granted in advance by the Board of Commissioners.

6. Employees with unused personal leave time will be paid at the time of termination from employment, unless discharged. In order to receive termination pay, timely notice of at least fourteen (14) days is required prior to termination.

7. When an employee's separation benefits at retirement (accrued personal time and sick time) triggers the 125% employer assessment at the NH Retirement System, the amount due for accrued time above the 125% threshold shall be paid out in a lump sum payment after 121 days of the employee's retirement date but no later than 127 days after the employee's retirement date.

8. Personal leave time shall not interrupt or interfere with the normal operations of the Coös County Nursing Home, Berlin, and the Administrator or his/her designee shall have the exclusive right to make the final determination on how personal leave time will be made available to employees.

9. Every employee on a personal, parental or family medical leave of absence will be required to utilize all accrued personal days while on leave. (See Article 19 for further details).

10. Upon the untimely death of an active employee, the Employer will pay to his/her estate the value of any unused personal time.

## -ARTICLE 18-
## SICK LEAVE

1. Employees covered by this Agreement will become eligible for paid sick leave after completion of the probationary period. Accruals are at a rate equal to one (1) day per month for full-time employees, with a prorated amount for part-time employees, based upon straight time hours paid (.046 per hour).

2. Sick leave will be used for absence from scheduled work days as follows:

   a. An employee's disability due to personal illness, non-work related injury, pregnancy or childbirth. Certification by a healthcare provider of disability or of fitness to return to work may be required.

   b. An employee may use up to three (3) days of his/her accrued sick leave each calendar year for illness of his/her spouse or civil union partner, children or parents. Certification by a healthcare provider of disability or illness may be required.

   c. In case of an emergency illness of the employee, the remaining portion of that workday will be paid from an employee's accrued sick time if the facility registered nurse in charge of employee health, or RN designee, certifies that the illness is preventing the employee from fulfilling his/her job duties. The partial day will not be considered the first day of absence.

   d. In case of an emergency illness of the employee's family member (spouse, civil union partner, child or parent), the remaining portion of that workday will be paid from the employee's accrued sick time if the employee provides the County with certification by a healthcare provider, or school nurse in the case of a child's emergency illness during the school day, during the payroll period in which the time was taken.

   An employee on an approved Family Medical Leave of Absence will be required to utilize all accrued personal and sick time if the leave is for the employee's own serious medical condition.

3. Any payments for sick leave as specified in Section 2 will begin with the second day of absence unless the employee has been employed five (5) years or more. In that case, payments for sick leave will begin with the first day of absence.

4. Timely notice to the Department Head is required when an employee is unable to work due to disability. Because regular attendance is necessary for effective operation of County facilities, employees with patterns of excessive frequency of short notice absences will be subject to whatever action the Administrator in his/her sole discretion deems appropriate up to and including termination.

5. Unused sick leave may be accumulated to a maximum of ninety (90) days. Employees with more than five (5) years of continuous service will be paid for unused sick leave at the time of termination from employment, unless discharged. In order to receive termination pay, timely notice of at least fourteen (14) days is required prior to termination.

6. When an employee's separation benefits at retirement (accrued personal time and sick time) triggers the 125% employer assessment at the NH Retirement System, the amount due for accrued time above the 125% threshold shall be paid out in a lump sum payment after 121 days of the employee's retirement date but no later than 127 days after the employee's retirement date.

7. Employees who have accrued a minimum of seven hundred twenty (720) hours of sick leave prior to December 10th of each year will be paid for all of the hours exceeding seven hundred twenty (720) at their regular rate of pay.

8. Upon the untimely death of an active employee, the Employer will pay to his/her estate the value of any unused sick time if the employee has served more than five (5) years of continuous service.

## -ARTICLE 19-
## EXTENDED LEAVES OF ABSENCE

1. The County may grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during such an extended leave.

2. Employees generally are eligible to request extended leaves of absence if they have completed at least one (1) year of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the extended leave will be determined by the County in conjunction with applicable County policy, state or federal law. The following extended leaves will be considered:

   a. PERSONAL LEAVES OF ABSENCE: Employees may be granted a leave of absence to attend to personal matters in cases in which the County determines that an extended period of time away from the job will be in the best interests of the employee and the County.

   b. MATERNITY LEAVE: The County shall permit a female employee to take personal and sick leave, if any, and then, if necessary, an extended leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. Female employees are eligible for maternity leave at any time.

   c. FAMILY AND MEDICAL LEAVE: All employees who have worked for the County for at least twelve (12) months and have worked at least 1,250 hours during

the last twelve (12) months are eligible for family and medical leave. Maternity leave taken by a female employee who meets this test shall count as a part of the twelve (12) weeks of Family and Medical Leave. However, the length of maternity leave shall be governed by Section b. above and shall not be limited to twelve (12) weeks if the period of disability is longer. Maternity leaves are not limited by any other measure other than the period of medical disability.

A leave may be taken for up to twelve (12) work weeks during any twelve (12) month period if the leave is taken for:

A. The birth and first year care of a child (leave must be taken within twelve (12) months of the birth of said child);

B. The adoption or foster placement of a child in order to care for the child (leave must be taken within twelve (12) months of the adoption or placement);

C. The serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self care and the employee is needed for such care; or

D. The serious health condition of the employee which results in the employee's inability to perform his or her job.

The term "any twelve (12) month period" as used above shall be defined as a rolling twelve-month period measured backward from the date an employee begins a FMLA leave.

The twelve (12) "work week" definition provides for twelve (12) consecutive workweeks or, in certain situations, "intermittent" or "reduced schedule" leave. If FMLA is requested on this basis, however, the County may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits. The total time allowed cannot exceed twelve (12) work weeks annually.

FMLA leaves for the birth or placement or adoption or foster care of a child, as described above must be taken all at once unless otherwise agreed to by the County.

Every employee on Family and Medical Leave of Absence will be required to utilize all accrued personal time while on such leave and all accrued personal and sick time if the leave is for the employee's own serious medical condition.

When an employee requests any leave of absence which qualifies as leave under FMLA, the County may designate such leave as FMLA leave upon written notification to the employee.

If the need for a leave under the Family and Medical Leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide thirty (30) days of advance notice and make efforts to schedule leave so as not to disrupt the County operations. If not, notice must be provided as soon as practicable.

Certification by a healthcare provider is required for any leave based on the employee's or family member's serious health condition. In the case of leave taken due to the employee's own serious health condition, certification of competence to return to work from a healthcare provider will be required. For FMLA leave to care for a seriously ill child, spouse, civil union partner or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. The County may require a second medical opinion, at the County's expense, if there is a question about the certification provided by the employee's healthcare provider. If the first and second opinions differ, the County, at its own expense, may require the binding opinion of a third healthcare provider, approved jointly by the County and the Union. The County may also require recertification every thirty (30) days or when permitted by law.

3. When possible, requests for an extended leave of absence or any extension of a leave should be submitted in writing to the employee's department head thirty (30) days prior to the start of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the appropriate granting authority. All employees on an approved leave are expected to report any change of status in their need for such leave or their readiness to return to work to their department head. They will be returned to work as soon as the schedule permits.

4. Employees returning from an extended leave of absence will be reinstated to their same or an equivalent job as required by law or the County's policies. Employees returning from a sick leave must provide certification of their ability to perform the functions of the job. If the same job or an equivalent job is not available as a result of a reduction in force, the employee will be treated in the same manner as though he were not on leave at the time of the reduction in force.

5. Employees who are on an approved leave of absence may not perform work for another employer during the leave, except when the leave is for military service.

6. Every employee on a personal, parental or family medical leave of absence will be required to utilize all accrued personal days while on leave. The County will provide health insurance and other benefits to employees on extended leave as required by law and the County's own policies. Benefits that accrue according to length of service do not accrue during periods of extended leave.

7. Employees who are unable to report to work because of arrest and or incarceration will be placed on a special personal leave of absence. The decision of whether or not the employee will be reinstated to his/her original job will be made by the County Administrator based on the County's needs and requirements.

8. If an employee fails to return to work at the conclusion of an approved extended leave the employee will be considered to have voluntarily terminated employment with the County.

## -ARTICLE 20-
## HEALTH INSURANCE

1. Employees covered by this Agreement working a minimum of thirty (30) hours per week on a regularly scheduled basis will be eligible for a County sponsored health insurance plan. Upon fulfillment of the probationary period, employees will be eligible to participate in accordance with the conditions set forth in Section 5 below. Probationary employees may participate in the employer-sponsored plan if they pay 100% of the premium.

2. Upon fulfillment of the probationary period, employees covered by this agreement who become eligible for health insurance may elect to opt out of coverage. Employees who are currently eligible for health insurance may elect to opt out at any time. Eligible employees who elect to opt out will be paid up to $250 per quarter on or about the first week following the end of the calendar quarter. An employee must have been part of the "opt out" arrangement for a full calendar quarter in order to be eligible for payment. Maximum eligibility is $1,000 per calendar year for full-time employees and a pro-rated amount for part-time employees (#hours=>30/40). Once an employee elects to opt out of the health insurance benefit he/she will not be eligible for the benefit until the annual group re-opening on July 1 annually.

3. It is the responsibility of the employee to notify his/her Department Head prior to the end of his/her probationary period that he/she wishes to enroll in the plan or he/she may make such an election in the 30-day period prior to the insurance contract renewal date.

4. The employee may elect to participate in a single person, two-person or family plan.

5. Effective January 1, 2011, the Employer will pay 85% of the premium for a single person plan, and 80% of the premium for a two-person or a family plan. For the period January 1, 2011 - June 30, 2011, the plan referred to is an HMO with a $15 office visit co-pay and a prescription benefit requiring a payment of $0 for Tier I medications (generics), $30 for Tier II medications (so-called preferred),and $50 for Tier III medications (name-brand) at either the retail level or the mail order level. For the period July 1, 2011 to June 30, 2012, the plan referred to is a $500/$1500 deductible HMO with a $15 office visit co-payment and a prescription benefit requiring co-payments of $10/$20/$45 at either the retail level or the mail order level. The Employer agrees to provide employees covered by this Agreement with a Health Reimbursement Account (HRA). The Employer will make HRA contributions to offset deductibles as follows: $400 single plan, $700 two-person plans and $900 family plan. In the event that the terms and conditions for a successor Collective Bargaining Agreement are not reached before the expiration of this

Agreement, the Employer will continue to pay the same percentage contribution being paid on the date of such expiration.

6. Employees on unpaid leave of absence will be required to pay one hundred percent (100%) of their health insurance costs if such leaves exceed thirty (30) calendar days unless an employee is on an approved Family and Medical Leave. Employees on workers' compensation will continue to receive health insurance coverage in accordance with Section 5 for a period of six (6) months from the employees last day of active employment after which they will be required to pay one hundred percent (100%) of their health insurance costs.

7. It is specifically agreed that the County may, in its sole discretion, obtain health insurance from a source of its choice, provided the schedule of benefits are substantively comparable with the existing schedule of benefits.

8. Employees covered by this Agreement who were hired prior to January 1, 1988, and who, after January 1, 1988, retire directly into and receive benefits from the N.H. Retirement System and who have also worked as a regular employee for at least ten (10) years at the Berlin Facility will be eligible for a retiree health insurance plan under and subject to the following conditions:

    a. The Employee will be covered by a policy provided by the County with substantially the same coverage as provided to active employees covered by this Agreement.

    b. For employees covered by this Agreement, the County will pay $130.00 towards this coverage. The retiree will pay any additional cost.

9. Employees covered by this Agreement who were hired after January 1, 1988, and prior to January 1, 1992, and retire directly into and receive benefits from the N.H. Retirement System and who have worked at least ten (10) years of continuous employment at the Berlin Facility will be eligible for a retiree health insurance plan under and subject to the following conditions:

    a. The employee will be covered by a policy provided by the County with substantially the same coverage as provided to active employees covered by this Agreement.

    b. The County will pay for coverage based upon the following schedule:

        I. For employees who have worked at least ten (10) years of continuous employment, the payment will be fifty-percent (50%) of the single person contribution made for active employees.

        II. For employees who have worked at least fifteen (15) years of continuous employment, the payment will be seventy-five percent (75%) of the single person contribution made for active employees.

iii. For employees who have worked at least twenty (20) years of continuous employment, the payment will be one hundred percent (100%) of the single person contribution made for active employees.

10. During the term of this Agreement, it is understood by all parties that the total cost for this retiree benefit to the County will not exceed $20,000 per calendar year.

11. It is further agreed that any employee not eligible for a NH Retirement System medical benefit may be covered under Sections 7 and 8 of the Article.

## -ARTICLE 21-
## LIFE INSURANCE

1. Employees covered by this Agreement working a minimum of thirty (30) hours a week on a regularly scheduled basis will be provided with a life insurance benefit which will be fully funded by the County. The amount of insurance provided will be Five Thousand Dollars ($5,000).

2. Employees between the ages of 65 and 69 will have the amount of coverage reduced by thirty-five percent (35%) and employees aged 70-74 will have their coverage reduced by an additional fifteen percent (15%). Therefore, the total reduction at age 70 is fifty percent (50%) of the original face value of the term insurance coverage.

3. It is specifically agreed that the County may, in its sole discretion, obtain life insurance from a source of its choice, provided the schedule of benefits are substantially comparable with the existing schedule of benefits.

## -ARTICLE 22-
## ACCIDENT AND SICKNESS BENEFIT

1. Employees covered by this Agreement working a minimum of thirty (30) hours a week on a regularly scheduled basis will be provided with an accident and sickness disability income benefit if there is a reasonable expectation that an employee will be able to return to work.

2. Benefits will be seventy-five percent (75%) of the employee's average weekly income to a maximum of **$300**. Average weekly income will be determined by averaging the weekly wages paid the employee for the last eight (8) weeks worked prior to disability or sickness.

3. Benefits will begin eighteen (18) weeks (90 workdays) after the start of the disability as determined by a physician and will continue for a maximum of thirty-four (34) weeks.

4. Pregnancy-related disabilities will be treated as any other illness.

5. Benefits under this Article will not be paid for illness or accident covered by Worker's Compensation.

6. It is specifically agreed that the County may, in its sole discretion, provide the benefits as outlined in this Article from a source of its choice.

7. It is specifically agreed that the County may, in its sole discretion, require the employee to be examined by a physician or physicians of its choice in order to secure proof of illness or disability. The County will pay the cost of the second opinion.

## -ARTICLE 23-
## LICENSE RENEWALS

The Employer will provide a computer for the purpose of Board of Nursing license renewals to employees covered by this Agreement who do not have personal home computers and Internet access. Generally, the computer will be available during business hours, Monday – Friday from 8 AM to 4 PM unless the room where the computer is located is being used for another purpose.

## -ARTICLE 24-
## EDUCATIONAL ASSISTANCE

It is the policy of Coös County to develop a well educated and more highly skilled workforce by providing educational assistance to its employees in accordance with the guidelines established below.

Educational assistance will be provided only for courses of study that are directly related to the employee's present job or that will enhance the employee's potential for advancement to a position within the County that the individual has a reasonable expectation of achieving. In addition, accredited institutions of learning must offer the courses or programs.

Other requirements for educational assistance include the following:

- Only full-time regular employees are eligible.
- The employee must have completed one year of service with the County.
- The employee must not be eligible to receive educational benefits from other sources such as the Veterans' Administration.
- Sufficient funding must be available and the County will reimburse no more than $1,000 per year unless approved by the Board of Commissioners. See County policy for licensed nursing staff.
- Employees who plan to take courses that meet all the requirements of this section have a responsibility to notify their Department Head or Administrator in writing of their request prior to October 1 of each year in order for the Commissioners to give appropriate funding consideration prior to the budget submission date.

In order to guarantee reimbursement of education costs, requests for educational assistance must be approved prior to enrollment. Written requests shall be submitted to the Administrator. A form requesting educational assistance is available.

In determining whether to recommend approval of a request for educational assistance, the Administrator will consider the following factors:

- The nature and purpose of the course of study;
- The benefits to be derived by the employee and the County;
- The level of responsibility and length of service of the employee; and
- The estimated cost.

The amount of assistance paid by the County shall be based upon the grade received for the course as follows:

- For a grade of "A", 100% of reimbursable costs;
- For a grade of "B", 75% of reimbursable costs;
- For a grade of "C", 50% of reimbursable costs; or
- For a grade of "Pass" in a Pass-Fail Course, 75% of reimbursable costs.
- There shall be no assistance for a grade lower than "C".

Upon completion of the course, the employee shall submit to the Accounting Department a certified transcript of grades received and receipts for expenses incurred. The County will then reimburse the employee the applicable percentage of the cost of tuition, textbooks, registration, laboratory and library fees. However, employees who take courses at the specific request or direction of management may be reimbursed for all costs in advance.

An employee who is terminated during enrollment because of a reduction in force or elimination of the job, or who is unable to complete the course because of transfer within the County, shall be reimbursed for the full amount of the costs incurred up to the date of termination or transfer. An employee who voluntarily leaves the county or is terminated prior to completing the course shall not be reimbursed for the expenses associated with the course.

Class attendance and completion of study assignments shall be accomplished outside the employee's regular working hours. It is expected that educational activities will not interfere with the employee's work, and unsatisfactory job performance during enrollment may result in forfeiture of educational assistance.

If the employee leaves the County voluntarily or is terminated within six months of completion of a course, the employee must repay the full amount reimbursed by the County for educational assistance. If the employee leaves the County voluntarily or is terminated between six months and one year after completing the course, one-half of the amounts will be repayable to the County.

Records will be maintained in the employee's personnel records of all educational programs completed by each employee.

Coös County will make every effort to give the employee flexible hours while attending any form of higher education full-time. The Administrator must approve each proposed schedule at least thirty (30) days in advance.

## -ARTICLE 25-
## SEPARABILITY

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employees or groups of employees is held to be contrary to law, then such Article shall not be deemed valid, but all other Articles shall continue in full force and effect. If, during the term of this Agreement, any Article or any application of any portion of any Article of this Agreement to any employees or groups of employees is held to be contrary to law, then the Employer and the Union shall meet to negotiate changes in the Article within forty-five (45) days of the official action that found the Article or portion of the Article invalid.

## -ARTICLE 26-
## EXPENDITURE OF PUBLIC FUNDS

Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Employer, unless, and until, the necessary specific appropriations have been made by the Coös County Delegation at each of its appropriate annual meetings during the term of this Agreement. The Employer shall make a good faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual County Delegation meetings. If such funds are not forth coming, the Employer and the Union shall resume negotiations within 30 days of the official vote of the Delegation on the matters affected.

## -ARTICLE 27-
## EFFECT OF AGREEMENT

1. This instrument constitutes the entire agreement and final resolution of all matters in dispute between the Employer and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the 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 understandings and agreements arrived at by the parties after the exercise of that right and that 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 the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by 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, unless mutually agreed to.

## -ARTICLE 28-
## DURATION

The provisions of this Agreement will be effective when executed and shall continue and remain in full force and effect through December 31, 2011.

IN WITNESS HERETO the parties have hereunto set their hands and seals by their duly authorized officers and representatives this fifteenth day of June, 2011.

COÖS COUNTY COMMISSIONERS

Burnham A. Judd

Burnham A. Judd, Chair

Paul R. Grenier, Vice-Chair

Thomas M. Brady

Thomas M. Brady, Clerk

Date: 06-15-2011

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Ann Almandi

President, Council 93

Staff Representative
AFSCME COUNCIL 93

Date: 06/15/2011

*APPENDIX A*

## *COÖS COUNTY NURSING HOME*

*Effective 05/01/2011*

| CLASSIFICATION | STEP 1 (0-6 MONTHS) | STEP 2 (6-12 MONTHS) | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| **ADMINISTRATION** | | | | | | | | | | |
| Payroll Clerk | 12.45 | 13.08 | 13.42 | 13.81 | 14.16 | 14.60 | 15.04 | 15.57 | 15.89 | 16.20 |
| Receptionist | 11.19 | 11.79 | 12.12 | 12.50 | 12.86 | 13.30 | 13.77 | 14.28 | 14.59 | 14.91 |
| **DIETARY** | | | | | | | | | | |
| Cook | 12.78 | 13.42 | 13.81 | 14.16 | 14.54 | 14.98 | 15.42 | 15.96 | 16.28 | 16.60 |
| Relief Cook | 11.19 | 11.79 | 12.12 | 12.50 | 12.86 | 13.30 | 13.77 | 14.28 | 14.59 | 14.91 |
| Baker | 11.32 | 11.90 | 12.21 | 12.59 | 12.95 | 13.40 | 13.86 | 14.37 | 14.69 | 15.01 |
| Dietary Aide | 10.01 | 10.58 | 10.88 | 11.22 | 11.61 | 12.06 | 12.51 | 13.04 | 13.34 | 13.66 |
| Dishwasher | 10.01 | 10.58 | 10.88 | 11.22 | 11.61 | 12.06 | 12.51 | 13.04 | 13.34 | 13.66 |
| **NURSING** | | | | | | | | | | |
| LPN | 17.71 | 17.71 | 18.51 | 18.93 | 19.32 | 19.84 | 20.32 | 20.88 | 21.23 | 21.58 |
| MNA | 13.21 | 13.81 | 14.21 | 14.59 | 14.94 | 15.39 | 15.84 | 16.35 | 16.68 | 17.00 |
| LNA | 11.21 | 11.81 | 12.21 | 12.59 | 12.94 | 13.39 | 13.84 | 14.35 | 14.68 | 15.00 |
| Unit Aide | 10.01 | 10.58 | 10.98 | 11.33 | 11.70 | 12.15 | 12.59 | 13.12 | 13.45 | 13.75 |
| Nurse Aide | 10.65 | 11.22 | | | | | | | | |
| GPN | 13.04 | 13.68 | 14.49 | 14.92 | 15.30 | | | | | |
| **HEALTH INFORMATION** | | | | | | | | | | |
| Clerk | 12.45 | 13.08 | 13.42 | 13.81 | 14.16 | 14.60 | 15.04 | 15.57 | 15.89 | 16.20 |
| **PLANT OPERATIONS** | | | | | | | | | | |
| Maint. I | 16.00 | 16.71 | 17.19 | 17.56 | 17.93 | 18.38 | 18.83 | 19.35 | 19.66 | 19.98 |
| Maint. II | 13.16 | 13.81 | 14.16 | 14.54 | 14.92 | 15.36 | 15.81 | 16.32 | 16.64 | 16.96 |
| **LAUNDRY** | | | | | | | | | | |
| Aide | 10.01 | 10.58 | 10.88 | 11.22 | 11.61 | 12.06 | 12.51 | 13.04 | 13.34 | 13.66 |
| **HOUSEKEEPING** | | | | | | | | | | |
| Aide | 10.01 | 10.58 | 10.88 | 11.22 | 11.61 | 12.06 | 12.51 | 13.04 | 13.34 | 13.66 |
| Porter | 11.23 | 11.83 | 12.16 | 12.53 | 12.90 | 13.34 | 13.81 | 14.32 | 14.64 | 14.96 |
| **PHYSICAL THERAPY** | | | | | | | | | | |
| Aide | 11.08 | 11.68 | 12.08 | 12.45 | 12.81 | 13.25 | 13.69 | 14.23 | 14.55 | 14.86 |
| Aide (Certified as LNA) | 11.21 | 11.81 | 12.21 | 12.59 | 12.94 | 13.39 | 13.84 | 14.35 | 14.68 | 15.00 |
| **ACTIVITIES** | | | | | | | | | | |
| Aide I | 10.01 | 10.58 | 10.88 | 11.22 | 11.61 | 12.06 | 12.51 | 13.04 | 13.34 | 13.66 |
| Aide II | 10.92 | 11.52 | 11.92 | 12.30 | 12.65 | 13.12 | 13.55 | 14.05 | 14.37 | 14.69 |
| Aide III | 12.78 | 13.42 | 13.42 | 13.81 | 14.16 | 14.60 | 15.04 | 15.57 | 15.89 | 16.20 |

## -APPENDIX B-
## SHIFT DIFFERENTIAL, WEEKEND PREMIUM, TRAINING PREMIUM

1. Nursing Department employees covered by this Agreement shall be entitled to shift differential and weekend premium pay as follows:

| | | |
|---|---|---|
| 1st shift | 7 A.M. - 3 P.M. | $0.00 per hour |
| 2nd shift | 3 P.M. - 11 P.M. | $0.75 per hour |
| 3rd shift | 11 P.M. - 7 A.M. | $0.85 per hour |
| | WEEKEND | $1.15 per hour |

2. Employees covered by this Agreement who work in departments other than the nursing department will be entitled to shift differential as outlined in Section 1 providing that more than fifty percent (50%) of their time is worked in the 2nd or 3rd shift periods. If this condition is met, shift differential will be paid only for those hours actually worked during the second or third shift.

3. The Employer reserves the right to change the time of the shifts as it deems necessary with a seven (7) day prior notice to the Union unless an emergency exists as determined by the Employer.

4. Employees assigned by the Department Head and/or Administrator who agree to perform training for new employees shall receive $1.00 per hour over and above their base rate of pay for all hours so assigned. It is further specifically agreed that this clause is not subject to the Grievance Procedure, Article 10.

5. Licensed Nursing Assistants will be paid up to a maximum of twelve (12) hours for attendance at inservice training. Included in these twelve (12) hours are those inservices that can be attended during scheduled work hours and those in which the CNA must come in on off duty hours to attend.

6. In the absence of a Registered Nurse (RN) working as shift supervisor for the facility, the LPN designated by the Director of Nursing or Administrator to work as Shift Supervisor for the facility will be compensated an additional $2.00 per hour above his/her base rate of pay. This $2.00 per hour will not be used in calculations of overtime pay.