

MEMORANDUM OF AGREEMENT

Between

Grafton County

And the

United Electrical, Radio, and Machine Workers of America (UE) Local #278

August 23, 2011

Effective July 1, 2011 through June 30, 2012

The parties have agreed to the following contract changes. All other terms and conditions in the Collective Bargaining Agreement dated July 1, 2010 to June 30, 2013 shall remain the same.

* Any language added or revised has been **bolded**; any language deleted has been ~~crossed-out~~.

Article 21- Guidelines for Calling Out

#9) If an employee comes to work and then leaves, if he/she has not worked at least one half of his/her scheduled shift, it will be considered a call out per the point system. **If a supervisor or charge nurse directs an ill employee to go home after working a portion of his/her scheduled shift, the one half shift requirement is waived, provided the supervisor or charge nurse initiates the directive, that is, the supervisor or charge nurse has first-hand verification of the employee's illness and recommends that the employee go home, as opposed to the employee requesting permission to go home due to a vague or unverifiable complaint.** This provision does not apply to legal holidays, employees must work their entire shift on those days or it is considered a call-out per the point system.

#13) **At the discretion of the Administrator, on a case by case basis, the call out procedure may be suspended during any period of an influenza break out or other illness at the nursing home which causes the nursing home to be closed to visitors.**

#14) All call outs would be in a point system. **This applies to all employees regardless of their employment status.** Points are accumulated in either a rolling six (6) month period or twelve (12) month period depending on level of disciplinary action. If an employee, who is currently on disciplinary action for call outs, goes six (6) months of no call outs, one (1) point would be deducted. See point system below.

- Call out on weekend shift (Saturday or Sunday) = 2 points
- Call out day before or after holiday = 2 points
- Call out day before or after scheduled day off = 2 points
- Call out on actual day of holiday = 3 points

- “No call, no show” = 3 points (Note: two consecutive no call/no show without valid excuse accepted by Grafton County would result in immediate termination.)
- All other call outs = 1 point
- If currently disciplined, six (6) months of no call outs = - 1 point.

Article 25- Wages

#1) Effective **July 1, 2011**, all employees shall receive a **zero (0.0%)** percent wage increase on their current base rate of pay.

#2) Wage Increments for Part Time Employees

Wage increments for current part-time employees as of 01/01/2001 may be authorized after working one calendar year. Any wage increase will be given at the employee’s next evaluation. This evaluation date will become the date for his/her annual evaluation and merit increase if authorized. Evaluation dates for new employees hired after 01/01/2001 will be measured annually from their date of hire. ~~Step increases for FY11 are frozen.~~

#3) Annually in accordance with the County’s current merit step plan, eligible bargaining unit employees may receive a step increase in pay in conjunction with their Anniversary Date. Step increases for employees, if approved, will be effective in the first full pay period of the month. ~~Step increases for FY11 are frozen.~~

Article 28 – Health Insurance

3. Once membership is effective for employees regularly working thirty five (35) or more hours each week, the County and employees shall pay as follows:

Effective **June 19, 2011** current employees hired before September 7, 2003 shall contribute fourteen (14%) per cent of the current (Fiscal Year **2012**) premium as follows:

Single	\$38.19
2-person	\$76.38
Family	\$102.11

Employee share shall be paid each pay period by payroll deduction.

Effective **June 19, 2011** new employees hired on or after September 7, 2003 shall contribute twenty (20%) per cent of the current (Fiscal Year **2011**) premium as follows:

Single	\$54.56
2-person	\$109.12
Family	\$145.87

Employee share shall be paid each pay period by payroll deduction.

Employees regularly working twenty four (24) up to thirty five (35) hours per week may receive coverage at their own expense through payroll deduction.

10. **Retirement:** At age 65, active employees (and spouses/civil union partners as applicable) should apply for Medicare coverage (only Part A is required until you retire) to supplement County coverage. As long as you remain an active employee, you are entitled to the regular group coverage. Once you retire and are at least 65 years of age, you must convert to one of two Primex³ supplemental Medicare plans: Medicare Enhance **with no deductible** or **Medicare Enhance with a \$500 deductible**. We advise that you contact your local Social Security Administration office prior to retirement to make arrangements to obtain Part B of Medicare. Part B is required to obtain supplemental coverage.

Grafton County will help contribute for retiree's health insurance coverage the following conditions:

a) All employees hired on or before June 30, 2007, any employee who has completed 10 years of continuous full-time paid employment during which the employee was eligible (*) for county-paid medical benefits may receive county-paid medical benefits upon retirement at age 62 or thereafter.

For employees after June 30, 2007, any employee who has completed 20 or more years of continuous full time paid employment during which he/she was eligible (*) for county-paid medical benefits, may receive county-paid medical benefits upon retirement at age 62 or thereafter.

Any employee who has completed thirty (30) or more years continuous full-time paid employment during which the employee was eligible (*) for county-paid medical benefits may receive county-paid medical benefits upon retirement at age 60 or thereafter.

b) Upon reaching the age of 65, it will be mandatory for the retiree (spouse/civil union partner as applicable) to sign up for Medicare. The County will pay for the retiree only (one person), at the single rate while age 62-65 or 60-65, whichever applies as in paragraph a) above, and for **Medicare Enhance plan with a \$500 deductible** at age 65 and over. If at age 65, retiree selects Medicare Enhance plan **with no deductible**, the retiree will pay **\$63.07/month** for FY 12 while the County pays the remainder of the balance.

11. **Dependent Coverage:** Employees may extend medical coverage for a dependent child up to age 26. **The coverage for dependents enrolled in a health plan up to age 26 would be excluded from gross income.** ~~The qualified dependent may or may not be considered a qualified tax dependent. A Dependent Child Certification Form will be required to certify the eligibility and tax~~

~~status of the dependent child. The form is required annually. In order to qualify for dependent coverage to age 26 a dependent must:~~

~~_____ * Be under age 26~~

~~_____ * Be unmarried~~

~~_____ * Not be covered under any other health plan~~

~~_____ * Be a resident of NH., or enrolled in an out-of-state public or private
_____ Institution of higher education.~~

14. Health Reimbursement Account (HRA): HRA is an account that Grafton County uses to reimburse employees for deductible expenses that they may incur through their health insurance. Only active employees with their dependents are eligible for this benefit.

The deductible for the health insurance plan is \$1,000 for an individual and \$2,000 for a 2 person or a family plan. For FY12, employees can be reimbursed up to 75% (\$750 or \$1,500) through the HRA for deductibles. The County would be responsible for the first 75% of the deductible and the employee would be responsible for the last 25% of the deductible. The HRA is based on Grafton County's fiscal year, where Harvard Pilgrim's deductible is based on a calendar year.

Concepts in Benefits is our administrator of the County's HRA. Employees can obtain a claim form from the Human Resources Department or download a form at www.conceptsinbenefits.com.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have **executed this Memorandum of Understanding on this 23rd day of August 2011.**

FOR THE COUNTY:
Grafton County Commissioners

FOR THE UNION:

Michael Cryans

Rachel Clough, UE Field Organizer

Raymond S. Burton

Annette Davidson, Chief Steward

Omer C. Ahern, Jr.

Angela Ricker, Negotiating Committee