Hillsborough County Nursing Home Agreement

Between

Hillsborough County Commissioners

and

Local # 2715 of the American Federation of State, County and Municipal Employees AFL/CIO

Expires June 30, 2013

ARTICLE	DESCRIPTION	PG. NO.
I	Recognition	1
II	Probationary Period	2
III	Interference-Operations	2
IV	Dues & Deductions	2
V	Hours of Work & Overtime	3
VI	Seniority	4
VII	Promotions & Transfers	6
VIII	Holidays	8
IX	Vacations	9
X	Other Leave	10
XI	Bereavement Leave	11
XII	Insurance	12
XIII	Standby Time Compensation	12
XIV	Safety & Health	13
XV	Bulletin Boards	13
XVI	Grievance, Disciplinary Procedure	13
XVII	Separability	15
XVIII	Wages Rates	15
XIX	Employee Improvement	17
XX	Meals	18
XXI	Termination and Renewal	18
XXII	Signatures	19

Appendix A - Long-Form Evaluation
Appendix B - Short-Form Evaluation
Appendix C – Instruction Guide
Appendix D – Wage Ranges 2010-2013

AGREEMENT

The County Commissioners of Hillsborough County, State of New Hampshire (hereinafter referred to as the "Commissioners") and Local #2715 of the American Federation of State, County and Municipal Employees, AFL/CIO (hereinafter referred to as "Union") hereby agrees as follows:

Article I
Recognition

1.1 - The Commissioners hereby recognize the Union as the exclusive bargaining representative pursuant to the provisions of New Hampshire RSA 273-A for all full-time employees and regular permanent part-time employees as defined in 1.2 below of the Hillsborough County Nursing Home in the job classifications as set forth in Article 18.1. Excluded from recognition or coverage under this Agreement are all employees of said Nursing Home that are not within the job classifications set forth in Article 18.1, also excluding any patients, students, seasonal or casual employees and any management or supervisory employees of said Nursing Home who have the authority to either hire, promote, discharge, discipline, direct the work force or effectively recommend same. It is specifically agreed by the parties hereto that the terms of as defined in Section 1.2 of the County Nursing Home work within the job classifications set forth in Article 18.1.

1.2 - For the purpose of this Agreement, regular, part-time employees shall be only those employees who, as of January 1 of each year, have worked during the preceding year on a regular and permanent basis and have worked at least 1040 hours of the entire year immediately preceding January 1.

If a permanent part-time employee has finished his/her probationary period (as defined in Article II) as of January 1, but has not been employed by the Division for an entire year, then whether or not such employee shall be considered a regular permanent part-time employee and covered by this Agreement shall be determined as follows: If such employee has averaged twenty (20) hours of work each week for their period of employment prior to January 1, which average shall be determined by dividing the total number of hours worked during such period by the number of weeks employed by the Division, then such employees shall be considered as regular permanent part-time employees and covered by this Agreement. If such employee has not averaged twenty (20) hours a week during his/her period of employment, then he/she shall not be covered by this Contract.

If a permanent part-time employee has not finished his/her probationary period as of January 1, then such employee shall not be eligible for coverage under this Agreement until January 1 of the next year.

All part-time employees who have worked the necessary number of hours to be considered regular part-time employees as defined above shall be covered by the terms of this Agreement as of January 1.

1.3 – 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.

1.4 – Any employee who is in the bargaining unit and is not a member of the Union, but wishes to have the Union represent them in grievances, shall assume full responsibilities as to the actual costs of processing said grievances.

ARTICLE II
Probationary Period

2.1 – Employees in the job classifications set forth in Article 18.1 shall serve a probationary period of one hundred twenty days (120) or 960 hours (absences shall not be counted) during which time they will be termed 'probationary employees'.

Probationary employees' service with the Division may be suspended or terminated for any reason and at any time by the Division in its sole discretion and neither the employee so suspended or terminated, nor the Union, shall have recourse to the grievance procedure concerning any such suspension or termination.

During the probationary period, an employee shall not be covered by this Agreement or eligible for employee benefits. After an employee has served his/her probationary period of employment, he/she will become a regular full-time or regular permanent part-time employee, as defined in Article I, Section 1.2, of this Agreement, entitled 'Recognition', and his/her period of employment shall be computed from the original date of hire by the Division.

There shall be no extension of the probationary period except by mutual agreement of the parties hereto.

2.2 - Any employee during their probationary period who transfers from part-time to full-time status shall not be required to serve more than the total probationary period in Section 2.1 above.

ARTICLE III
Interference with County Operations and Lockouts Prohibited

3.1 – The Union and the County agree that they both desire uninterrupted service and, therefore, in consideration of this Agreement, the Union, its officers, and agents agree they will not authorize, sanction or condone a strike, stoppage, work slowdown, boycott or any other action interfering with or designated to interfere with the work or operations of the Nursing Home or Hillsborough County government during the term of this Agreement. The County agrees that it will not engage in any lockout during the term of this Agreement.

3.2 – Both parties agree they will immediately disavow any such activity and shall take all reasonable means to induce such employee or groups of employees to terminate such activity forthwith, including, but not limited to, such action as may be available pursuant to New Hampshire RSA 273-A:13, may be amended during the term of this Agreement.

ARTICLE IV
Dues Deductions

4.1 – Upon individually written authorization by a Union member covered by the Contract and approved by the Union President, the Commissioners, through their designated agents, agree to deduct from the pay of each Union Member so authorized, the current Union Association dues as certified to the Commissioners by the Treasurer of the Union. Said deduction shall be made each pay period, provided, however, that if any employee has no check coming to him/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. The Commissioners or their designated agents shall send the amount so deducted at least one time per month to the treasurer of the Union.

In no case will the Commissioners attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union or the Commissioners over the matter of deductions, the Union agrees to defend and hold the Commissioners harmless in any such dispute.

4.2 – When an employee has signed a dues deduction authorization card, he/she shall continue dues deductions until July 1. Upon written request by said employee, dues deduction shall be stopped.

The Union shall post by June 1 of each year in a conspicuous location, notification that the window for stopping dues deduction will be open from June 15-30.

ARTICLE V
Hours of Work and Overtime

5.1 - The normal work week shall be forty (40) hours of actual work per week and the normal work day shall be eight (8) consecutive hours of work per day in any one day, provided, however, that nothing in this provision shall in any way limit or restrict the right or ability of the Nursing Home Administrator to in any way change the starting and dismissal times for any employee or group of employees provided that any change shall be no longer than one (1) hour earlier or later than the present schedule which consists of three (3) shifts commencing at 7 am, 3 pm, and 11 pm.

5.2 - (a) Authorized time worked in excess of eight (8) hours in one day or authorized time worked in excess of forty (40) hours in one week shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay; provided, however, that in determining whether an employee is entitled to compensation at the overtime rate for authorized hours worked in excess of forty (40) hours in one regular week, any time worked in excess of eight (8) hours during a single work day shall not be counted. The overtime premium or rate shall not be pyramided, compounded, added together or paid twice for the same time worked. Absence for any reason other than absence because of a paid holiday by those employees whose normal work week is fixed at Monday through Friday shall not be counted as hours or days worked in determining whether or not an employee is entitled to compensation at the overtime rate.

(b) It shall be the responsibility of all able bodied employees to make themselves available during the course of emergencies.

5.3 – The parties agree that overtime shall be distributed as equally as possible within a reasonable period of time and within the classifications affected among all employees who are available and capable of performing the work. Each department shall have an overtime roster posted weekly for the coming week and no part-time employees shall be assigned to overtime work, provided full-time employees within the job classifications affected are available and capable of performing the work and have signed up for such overtime on the department roster. Employees who agree to work a specific overtime shift but fail to work the shift shall not be eligible for the overtime roster for a period of one (1) month unless the absence was due to illness and the employee provides a doctor's certificate verifying such illness. A subsequent failure to work a specific overtime shift that the employee has agreed to work within six (6) months after the first such incident shall lead to a two (2) month period of ineligibility.

An employee covered by this Agreement who has left his or her normal place of work for his or her residence and is called back for overtime work shall be guaranteed a minimum of four (4) hours work at time and one-half the employee's regular hourly rate of pay.

5.4 – Employees covered by this Contract who are required to attend jury duty or witness duty shall receive their regular rate of pay for such time spent. Any funds received by the employee from said Court will be immediately turned over to the Administrator and/or agent.

5.5 - Employees may, by mutual agreement with the Administrator, elect to work a three (3) day twelve (12) hour per day schedule. Overtime, in excess of eight (8) hours in one day, as provided for in section 5.2(a) shall be waived with regard to such shifts. Employees regularly scheduled to work a 3 day/36 hour schedule shall be considered as full time for the purpose of benefit and insurance eligibility.

ARTICLE VI
Seniority

6.1 – There shall be two types of seniority:

(a) Division seniority, which shall be determined by an employee's total time of continuous employment with the Hillsborough County Nursing Home, and

(b) Job seniority, which shall be determined by an employee's continuous length of service in a specific job classification.

Probationary employees shall not be covered by this Article until they have completed their probationary period as defined in Article II and have been either permanent full-time or permanent part-time employees at which time their seniority shall be computed from their date of original hire by the Division.

6.2 – Division seniority for permanent full-time employees shall be used for the purpose of selection of vacation from the vacation schedule as set forth in Article IX, entitled "Vacations".

6.3 – Preference shall be given to employees in the order of their job seniority:

(a) Work opportunities in the event of layoff or reduction of personnel within their job classifications of five (5) working days or less, provided, however that any such layoff or reduction of personnel must be for at least one full work day, and

(b) only in the event there are no lower job classifications within the department for the displaced employee to take under Paragraph (a) Section 5 above, they shall be given an opportunity to apply for a similar or lower job classification in another department in accordance with their division seniority.

In the event there are similar job classifications in other departments the Administrator shall make the final determination as to which department the displaced employee is assigned provided they are qualified for the position.

6.4 – In the event of layoff or reduction in the work force for at least one full work day, probationary employees in the job classification affected will be laid off first. Next, employees with the least job seniority will be laid off according to their job seniority within the affected job classification pursuant to the provisions of Section 3 of this Article.

6.5 –(a) In the event of a layoff or reduction of work force in any job classification for more than five (5) work days, employees shall be laid off from that classification and assigned to the next lower job for which, in the Administrator's reasonable opinion, they have the necessary ability, experience, and training provided, however, that they shall not be assigned to any such lower job unless they have longer Division seniority than other employees in the lower job classification pursuant to the provisions of the Section, said employee shall be compensated at the wage rate assigned to that lower job classification. Displaced employees in the lower job classification shall have the same rights of reassignment to other job classifications as set forth in this Section 5.

(b) Only in the event there are no lower job classifications within the department for the displaced employee to take under part (a) Section 5 above, they shall be given an opportunity to apply for a similar or lower job classification in another department in accordance with their division seniority.

In the event there are similar job classifications in other departments, the Administrator shall make the final determination as to which other departments the displaced employee is assigned provided they are qualified for the position.

6.6 - Upon receiving a promotion, an employee's name shall be entered at the bottom of the seniority list for that job classification to which they have been promoted, regardless of their Division seniority, and he or she shall be considered to be the junior or youngest employee in that job, regardless of the Division seniority or other employees already in that job, until such time as subsequent promotions are made to this job. New promotions shall be entered at the bottom of the particular job seniority list concerned.

6.7 – In the event of a recall to work after layoff or reduction in Division personnel, notice of recall shall be sent to the laid off employee's last known address as shown on the Division's records. The recall notice shall state the time and date on which the employee is to return to work. A recalled employee shall be given at least seven (7) calendar days notice to report.

In the event a recall is necessary on less than seven (7) calendar days notice, the Division may call upon the laid off employee in the order of their seniority in accordance with the provisions set forth above either personally or by telephone until an employee who is able to return to work immediately is located. In such case, the employee who is able to return back to work immediately will be given a temporary assignment not to exceed seven (7) calendar days and employees who are otherwise qualified to perform the work but were passed over because of their inability to return to work immediately will be given notice to report to work at the end of said seven (7) calendar day period. Qualified employees who have been given notice to report to work must, unless confined due to proven illness or injury, make themselves available for such work assignment no later than said seven (7) calendar day period after the notice has been given or they shall forfeit such seniority status as they have accrued with the Division. However, should there be no work assignment when the employee does report within the seven (7) calendar days set forth herein, then the employee shall retain his seniority status and shall be entitled to another notice of recall.

6.8 – An employee's seniority shall be lost for, but not limited to as follows:

(a) Discharge.
(b) Voluntary quit, resignation, or retirement.
(c) Failure to respond to a notice of recall, as specified in Section 7 of this Article.
(d) Remaining on leave for more than twelve (12) months work without advising the Division and giving reasons satisfactory to the Administration for such absence, or giving a false reason for the leave of absence.

(e) Illness or injury resulting in inability to perform his/her regular work with the Division, which lasts longer than twelve (12) months.
(f) Employees who have been absent for more than twelve (12) consecutive months because of a work incurred injury, subsequently make themselves available for work during the next ensuing twelve (12) months, the County will give them the first opportunity to any available work within their capabilities of a similar or lower job classification which they held prior to injury.

6.9 – (a) An employee who is hired for only a limited period of time to fill a vacant permanent full-time employee's or permanent part-time employee's position for a limited duration, not exceeding one (1) year, shall not be entitled to the terms of this Agreement until such employee has served in this position for the appropriate probation period. Upon the return of the regular employee to his/her position, the employee who has been filling this position shall lose all rights guaranteed under this Agreement.

(b) When an employee is elected President of Local #2715 and has to do work which takes him/her away from his/her regular employment with the County, he/she shall, at the written request of the Union, be granted a leave of absence without pay, not to exceed three (3) years and with no loss of seniority, provided satisfactory arrangements can be made for a substitute during such leave of absence. Upon his/her return to their original job, the employee who has been filling the position shall lose all rights guaranteed under this Agreement.

6.10 – The Division shall establish separate seniority lists for regular full-time employees and regular part-time employees, as defined in Article I, Section 2, entitled "Recognition", as of January 1 of each year. Any objection to the seniority lists as established must be reported to the Administrator within fifteen (15) days of the list being posted or will stand approved and be final.

6.11 – It is specifically agreed that in the event any of the provisions of this Article conflict with any ordinance or other law or regulations, then any such provision of this article or application thereof will not be deemed valid and subsisting and any such ordinance, law, or regulation shall supersede the provisions of this Article. In the event of any such conflict, all other provisions of this Agreement and applications thereof will continue in full force and effect.

6.12 – Employees elected as delegates to either the AFSCME International Convention, NH Public Employees Convention, Council 93 Convention, or the NH State Labor Council Convention shall be allowed a leave without pay not to exceed ten (10) working days per year. This leave may be granted to a maximum of two (2) Union employees per event.

ARTICLE VII
Promotions and Transfers

7.1 – If a permanent job opening or permanent vacancy occurs in a job classification set forth in Article 18.1 and covered by this Agreement, and the Division determines to fill such openings, the open job will be posted for a period of five (5) administrative work days (Monday through Friday, excluding Saturdays, Sundays, and Holidays). The notice of the open job shall contain a brief description of the job and its rate of pay. Permanent full-time employees covered by the Agreement who desire such open job may submit their application for such job to the Administrator of the Nursing Home in writing within the five (5) day posting period.

In the event no applicants have, in the Administrator's opinion, the necessary ability and/or qualifications, the open job will be re-posted for an additional five (5) administrative work days as

defined below. During the second posting period, the Division shall consider applications received regardless of whether or not they are full-time employees covered by the Agreement or employed by Hillsborough County. Full-time employees who submitted applications for the open job during the second posting period will be considered on the basis of their original application.

At the end of the first five (5) day posting period, the Administrator shall, upon request, give the Union President a list of those full-time employees covered by this Agreement who have been absent for the entire five (5) day posting period, and any such absent employee shall have five (5) administrative work days from the date the Union President received the list to apply for the open job. Only those full-time employees who have been absent for the entire first five (5) days posting period will be eligible to apply for the open job within the additional five (5) days set forth in the preceding sentence.

Any such job opening may be filled temporarily by the Administrator until there has been a permanent assignment to the job.

7.2 – It is specifically agreed by the parties hereto that the Division has the sole right to decide upon and select the most qualified applicant for the open job. If two or more full-time employees covered by this Agreement are, in the Administrator's opinion, equally qualified, Division seniority, as defined in Article VI, Section 1(a) entitled "Seniority" shall prevail. Qualifications as indicated in paragraph 1 shall include the requirements outlined in the job description, work experience, work record, responsibility, efficiency and a bona fide occupational necessity.

A full-time employee who has applied for the open job in accordance with the provisions of this Article shall have the right to grieve the Administrator's decision in accordance with the provisions of Article XVI entitled "Grievance Procedure", but only if the Administrator's decision was arbitrary, unjust or without any basis in fact.

7.3 – An applicant who has been selected for the open job will be given a period of sixty (60) days within which to qualify for the job. During the qualifying period, he/she will receive the rate of pay for the job being filled. If, at any time within the sixty (60) day qualifying period, the employee does not, in the opinion of the Administrator, qualify for the job, he/she shall be returned to the permanent job he/she held immediately prior to being chosen to fill the open job. Likewise, if, during the sixty (60) day qualifying period, the applicant chosen wishes to return to his/her permanent job immediately prior to his/her selection, then said applicant shall be returned to that job.

7.4 – If there are no qualified applicants for any open and posted jobs, the Administrator shall have the right to fill such jobs in his or her discretion.

7.5 – An employee covered by this Agreement may be temporarily assigned to the work of any position of the same or lower job classification pay grade without any change in pay. Upon the termination of such temporary assignment, such employee shall be returned to his/her original job classification.

If an assignment to a lower job classification pay grade is made due to a layoff or reduction of personnel, pursuant to the seniority "bumping" provisions in Article VI, Section 5, then the employee's pay grade for such assignment shall be the wage rate assigned to the lower job classification.

When an employee is temporarily assigned to work in a higher job classification or pay grade for a period of one full work day or longer, such employee shall receive the rate of the higher pay grade during such temporary assignment. Upon the termination of such temporary assignment, such employee

shall be returned to his/her original job classification at his/her original rate of pay prior to the temporary assignment.

7.6 – When an employee is promoted to a higher grade classification they shall be paid on a basis of their current qualifications, experience and job seniority in that classification, but no less than ten percent (10%) above the employees current rate of pay adjusted to the step on the new pay grade which is next, higher, than that rate of pay. If an employee is demoted to a lower grade classification they shall be paid on a basis of their current Division seniority.

7.7 – Regular permanent part-time employees as defined in Article I, Section 2, shall be covered by the provisions of this article for the promotional process only.

ARTICLE VIII
Holidays

8.1 – The following days will be recognized as holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Yom Kippur
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Rosh Hashanah
Employee's Birthday

Holidays for rotating schedule employees will be the actual date for New Years on 1/1, Independence Day on 7/4, Veterans Day on 11/11 and Christmas on 12/25.

(a) Employees working the 3-11 and 11-7 shifts shall be allowed to take Christmas Eve and New Year's Eve as the holiday. When an employee has chosen Christmas Eve or New Year's Eve as their holiday, then the following day will not be counted as working on the holiday.

8.2 – Permanent full-time employees whose regular work schedule is based on an administrative work week of Monday through Friday, shall receive time off for the holiday with pay. If a full-time employee, whose regular work schedule is based on an administrative work week on Monday through Friday, is required to work on one of the holidays listed on Section 8.1, then that employee shall be paid in accordance with the overtime provisions of Article V, Section 2 (a), in addition to a regular day's pay for the holiday.

Those permanent full-time employees whose regular five day work schedule changes due to rotating work schedules and whose normal work schedule require work on holidays, Saturdays and Sundays shall be paid an additional day's pay for each of the Holidays set forth in Section 8.1 above. In the event a permanent full-time employee working a rotating schedule is called in to work on their regularly scheduled holiday off, they shall be compensated in accordance with the overtime provisions of Article V in addition to the holiday pay.

8.3 – Effective July 1, 2010, Holiday pay will be allowed only if the employee works the day preceding, the holiday, and the day following unless the absence on any of those days results from an excused absence or illness supported by a doctor's note.

8.4 – It is understood that those employees observing Yom Kippur and Rosh Hashanah shall not be granted holiday pay for Christmas and New Year's Day.

8.5 – It is agreed by the parties hereto, that permanent part-time employees as defined in Article 1, Section 2, shall be paid holiday pay when said employee is actually working on any of the designated holidays as defined in Article 8, Section 1.

8.6 - Administrative work-week employees may, upon request, with the approval by the Nursing Home Administrator or his/her designee, be granted another day off if they elect to work on a recognized holiday. The employee will receive a regular weeks pay the week of the holiday and will be, with approval, granted a day off with pay at straight time at a later date.

ARTICLE IX
Vacations

9.1 – Full-time employees of the Hillsborough County Nursing Home covered by this Agreement shall be entitled to paid vacations as follows:

Two (2) Weeks – (10 work days) upon completion of twelve (12) continuous months of employment.
Three (3) Weeks – (15 work days) upon completion of four (4) years of continuous employment.
Four (4) Weeks – (20 work days) upon completion of ten (10) years of continuous employment.
Five (5) Weeks – (25 work days) upon completion of fifteen (15) years of continuous employment.

The Nursing Home Administrator shall determine the time and the order in which vacations may be taken. Vacation time will not be cumulative.

(a) Employees hired on or after July 1, 2002, on a full-time basis shall be entitled to paid vacations as follows:

Two (2) Weeks – (10 work days) upon completion of twelve (12) continuous months of employment.
Three (3) Weeks – (15 work days) upon completion of five (5) years of continuous employment.
Four (4) Weeks – (20 work days) upon completion of fifteen (15) years of continuous employment.
Five (5) Weeks – (25 work days) upon completion of twenty (20) years of continuous employment.

Employees hired prior to July 1, 2002 will continue to accrue vacations at the current schedule.

9.2 – The Department Head or Supervisor shall use every reasonable effort to give at least thirty (30) days prior notice of the vacation schedule to the employees, provided, however, that the Administrator has the right to change said vacation schedule so as to prevent any interruption or interference with the normal operations of the Nursing Home.

9.3 – Vacations are provided for the purpose of rest and recuperation with a view toward future service.

Every employee shall on their anniversary date of hire, be credited with the appropriate vacation hours. These hours may be taken at any time within the ensuing year. Vacation hours not taken by the next anniversary date shall not accrue, but be forfeited.

9.4 – In the event that a regular full-time employee is prevented from taking their scheduled vacation, through no fault of their own, they shall be given the opportunity of being compensated or choose another vacation period upon written approval of the Department Head and notice to the Administrator.

9.5 - It is agreed that an employee's annual vacation allowance may be taken, one day at a time, provided the request is submitted to the Department Head for approval two (2) weeks prior to taking said day or days.

One week vacation can be used for emergency without two (2) week notice upon the approval of the employee's supervisor.

9.6 – Regular permanent part-time employees as defined in Article 1, shall receive vacation pay on a pro-rated basis of hours worked.

9.7 – Any employee who desires to change their approved dates of vacation shall not be allowed to bump any other employee who has had their vacation time approved by the department.

9.8 - Vacation time for the months of June, July and August shall be determined by bidding based on division seniority. Such bidding shall take place during the period of January 1 to March 31 each year with the result of notifying employees of their vacation schedule by May 1 of that year.

9.9 – Employees taking a full two-week vacation (including holiday/s) are entitled to be off a normally scheduled weekend on. This weekend off may fall at the beginning, middle, end of the said vacation, or split up – i.e., the first Sunday of said two weeks and the last Saturday at the end of the said two weeks.

ARTICLE X
Other Leave

Sick Leave

10.1 - During a full-time employee's first year of employment, sick leave with pay shall be earned at a rate of one and one third days per month through December 31, of the year in which the employee was hired, provided, however, that no sick leave will be granted until the new employee has finished his probationary period as set forth in Article II. As of January 1 of each year, full-time employees who have finished their probationary period shall be entitled to sixteen (16) days sick leave with pay per year. There shall be no accumulation of sick leave beyond December 31 of each year. All regular full-time and permanent part-time employees who have unused sick days at the end of the calendar year shall be reimbursed at the rate of 100% of all unused sick leave during the next month following. Sick pay may be taken in increments of no less than 1 hour.

10.2 - Employees who go on vacation and who do not report to work the last working day prior to said vacation or on the day after their vacation ends due to illness must bring in a doctor's certificate certifying that the employee was ill in order to collect his/her sick leave pay. When an employee's illness is in excess of three (3) days, the employee must bring in a doctor's certificate certifying that the employee was ill in order to collect his/her sick leave pay.

10.3 – Any employee establishing a questionable or excessive pattern of sick leave usage will be required to meet with the employer and Union to resolve the matter. Continued patterns of such use may result in disciplinary action including suspension and discharge. In the event an employee is absent on a second weekend day within a year, the employee will be required to meet with the Employer and the Union to resolve the matter. Continued weekend patterns may result in progressive disciplinary action including suspension and discharge. The process and progressive discipline shall reset after one (1) year from the most recent occurrence. The County agrees to apply the new language in a fair and consistent manner to all bargaining unit employees.

10.4 - Regular permanent part-time employees as defined in Article 1, Section 1.3, shall receive sick leave pay on a pro-rated basis of hours worked.

Personal Leave

10.5 - Two (2) days of sick leave may be used as personal days. Two (2) additional personal days may be taken as personal days, but not subject to reimbursement; however, those employees who have completed twenty (20) years of service shall be entitled to sixteen (16) sick days and four (4) personal days during the calendar year. In both cases, personal days will not be subject to reimbursement.

No personal days will be allowed on Saturday or Sunday, nor may they be taken consecutively in advance or at the end of scheduled vacation and/or holiday time.

All employees taking a personal day must notify and obtain approval from their supervisor twenty-four (24) hours in advance. Those employees who work every Saturday and Sunday may be allowed to take not more than two (2) personal days on a Saturday or Sunday upon approval of their supervisor, nor may they be taken consecutively in advance or at the end of scheduled vacation and/or holidays.

Military Leave

10.6 - The County agrees to comply with current Federal law pertaining to the privileges of employees ordered to extended active duty by the United States Government.

ARTICLE XI
Bereavement Leave

11.1 – Bereavement leave of three (3) days with pay between the date of death and the date of funeral inclusive, shall be granted to any employee in the event of the death of his or her:

Spouse	Father	Mother
Father-in-law	Mother-in-law	Child
Sister-in-law	Brother-in-law	Grandmother
Grandfather	Uncle	Aunt
Sister	Brother	Grandchild

OR

A blood relative or ward residing in the same household.

Bereavement leave will be paid only if they are absent during their regularly scheduled day of work.

Bereavement leave will be allowed for either biological or step parents, but not for both.

11.2 – Under extenuating circumstances, two (2) additional days with pay may be granted under Section 11.1 with the written approval of the Department Head.

11.3 – Bereavement leave will be paid only if employee is absent during a regularly scheduled day of work. However, if an employee is on vacation and a covered death occurs, the employee can change up to three days (if affected) to bereavement days. In the event an employee's anniversary occurs during this time period, the residual vacation day will be added to the next anniversary year's allowance.

11.4 – Proof of relationship of the employee to the deceased may be requested by Administration. Examples of proof could be newspaper obituary, death certificate, birth certificate, etc.

ARTICLE XII
Insurance

12.1 – The County will make available to every full-time employee, the first of the month following forty five (45) days of employment, the following insurance coverage:

Health Insurance, Vision Insurance, Dental Insurance and Prescription Coverage. Effective as of September 14, 2007, Twenty-two and one-half percent (22.5%) of the total cost of the HMO and POS coverage will be paid by the employee. Effective July 1, 2011, the employee will pay twenty-seven and one-half percent (27.5%) of the POS premium. The prescription drug co-pay will be up to ten dollars ($10.00) for generic, twenty dollars ($20.00) for Formulary Brand Name thirty dollars ($30.00) for Non-Formulary Brand Name. A mail order benefit will be provided (90-day supply) for $10/$20/$30. Effective July 1, 2012, the employee prescription co-pay will be $20/$30/$50 for 30-day retail or 90-day mail order fills.

12.2 – The County will provide one times the annual salary for Life Insurance on all permanent full-time employees covered by this Agreement. Cost of such insurance will be paid 100% by the County.

12.3 – The County will provide weekly disability income benefits to all permanent full-time employees covered by this Agreement up to 2/3 of their regular weekly salary but not exceeding $500.00 per week for no more than twenty-six (26) weeks. Cost of such insurance shall be paid 100% by the County.

12.4 – The County and the Union shall be permitted to have a Broker of Record of their choice on the health insurance program covering the employees.

12.5 - Full-time employees who waive their health insurance, vision insurance, dental insurance and prescription coverage and provides proof of coverage under another medical insurance plan will receive an additional hourly wage payment of sixty cents (60¢) per hour for the period during which said insurances are waived. Requests for waiver of insurance and proof of alternative coverage must be received during the period of open enrollment or, if applicable, the period of original eligibility. Waiver payments will continue for only the period of waiver of County coverage.

12.6 - Regular permanent part-time employees as defined in Article I, Section 2 shall be afforded the opportunity to enroll in the County's Health Insurance group with the employee paying the full cost of the plan option selected by them. Such opportunity shall be conditioned by the Insurance Provider, ie: Harvard Pilgrim through Primex.

ARTICLE XIII
Standby Time Compensation

13.1 – Effective July 1, 2010, Employees who are assigned during their normal off duty hours by the Division to standby duty, in immediate communication with their department or the Division during the standby period, and available to report to work on immediate notice shall be compensated at the rate of twenty dollars ($20.00) per standby day they are assigned to standby. For the purpose of this Article, a standby day shall mean either; (a) sixteen (16) consecutive hours off duty time immediately after an employee has worked pursuant to his or her normal work schedule or, (b) twenty-four (24) consecutive hours of off duty time when an employee is not assigned to work pursuant to his/her normal work schedule. There shall be no reduction of the standby rate of twenty dollars ($20.00) per standby day as defined in the preceding sentence in the event an employee on standby is called in and reports to work.

ARTICLE XIV
Safety and Health

14.1 – The Division shall have the right to make rules and regulations for the safety and health of the employees during their hours of employment as the Division deems necessary. Three (3) representatives of the Union may meet once every ninety (90) days or sooner if necessary at the request of either party given at least one week in advance of such meeting to discuss said rules and regulations. It is specifically agreed by the parties hereto that any such meeting will be held during off duty hours and in non-work areas. It is further specifically agreed by the parties hereto that any discussions shall be limited solely to matters relating to rules and regulations concerning the health and safety of the Division's employees. The Union agrees that the employees of the Division will comply with the Division's rules and regulations relating to safety, health, economy, and efficiency of services to the Division and the public. The Union and the Division's employees agree to exercise proper care and to be responsible for all Division property issued or entrusted to them.

ARTICLE XV
Bulletin Boards

15.1 – The Commissioners agree to provide suitable space for bulletin boards for the posting of notices of the Nursing Home addressed to the employees, and for Union announcements, notices, social events and other non-controversial matters addressed to its members. The Commissioners agree to locate said bulletin boards at convenient places. No Union notice shall be posted until it shall have been signed by the President or Secretary of the Union and a copy of said notice has been provided to the Administrator of the Nursing Home. The bulletin board space shall not be used for controversial matters which shall include, but not be limited to, advertising, political matters, or any kind of literature other than herein provided.

ARTICLE XVI
Grievance Procedure

16.1 – For the purpose of this Contract, a grievance is defined as a complaint or claim by an employee or group of employees in the bargaining unit or the Union specifying the names of the bargaining unit employees involved, the date(s) of the alleged offense(s) and the specific Contract provision(s) involved which arises under and during the terms of this Agreement. The following procedure shall be utilized in the handling of a grievance:

(a) The employee involved and the Union's shop steward shall first discuss the grievance with the grievant's immediate supervisor who shall render a decision concerning the grievance within two (2) workdays:

(b) If the grievant is not satisfied with the disposition of his grievance, or if no decision has been reached within two (2) workdays after discussing the matter with the grievant's supervisor, the grievant and the Union's shop steward shall present the grievance in writing, stating the date of the alleged offense and the nature of the grievance (including the Contract provision involved) to the Administrator who shall render a decision within four (4) workdays from the date the written grievance was presented. A grievance must be reduced to writing in the form set forth above and presented to the Administrator within ten (10) workdays of the date of the event, which gives rise to the alleged grievance or the grievance shall be deemed waived.

(c) If the grievant is not satisfied with the disposition of his grievance by the Administrator or if no decision has been rendered within four (4) workdays after filing the same with said Administrator, the grievant and the Union's shop steward may file the written grievance with the Commissioners who shall meet with the grievant and the Union's representatives. The grievant and/or the Union must present the written grievance to the Commissioners within five (5) workdays after the Administrator's decision has been rendered, or if none, within nine (9) workdays after the date of the meeting with the Administrator or the grievance will be deemed waived.

(d) If the Union is not satisfied with the disposition of the grievance by the Commissioners or if no decision has been rendered by the Commissioners within said three (3) workdays, the Union may submit a written request to the New Hampshire Public Employees Labor Relations Board to appoint an arbitrator to resolve said grievance within ten (10) workdays after the meeting at which time the Commissioners considered such grievance. If the Union fails to submit such written request for the appointment of an arbitrator to the New Hampshire Public Employees Labor Relations Board within said ten (10) workdays, the grievance shall be deemed waived.

(e) The Union shall provide notice to the Nursing Home Administrator at least 48 hours in advance of any proceedings of the identity of any witness and the steward who will be presenting information on behalf of the grievant. Any disputes as to participation will result in the parties mutually agreeing to extend time frames and reschedule until a resolution is reached.

16.2 – The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

16.3 – 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 by both parties. Multiple grievances before the same arbitrator will not be allowed. His or her 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 or her judgement for that of the parties in the exercise of rights granted or retained by this Agreement.

16.4 – If the grievance is not reported and/or processed within the time limits set forth above, the matter shall be deemed waived and no further action will be taken with respect to such grievance unless both parties mutually agree to an extension of said time limits.

16.5 – The expense of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

16.6 – For the purpose of the above grievance procedure, the phrase "workdays" means the normal Nursing Home administrative work days of Monday through Friday, excluding holidays.

16.7 – Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Union who has given the prior opportunity to be present at such adjustment and to state its views.

16.8 – Disciplinary Procedures

(a) All disciplinary actions shall be in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

(b) All suspensions and discharges shall be stated in writing and the reasons stated and given to the employee(s) and the Union within (5) workdays from the date of suspension or discharge.

(c) If the Department does not follow 16.8b above (in the case of suspension) then it shall be deemed that the suspension is without merit. When Section 16.8b above is not followed (in the case of a discharge), said discharge shall be changed to a two (2) week suspension which shall be grievable.

Disciplinary actions will normally be taken in the following order:

1. verbal warning, with documentation of such warning placed in employee's file
2. written warning
3. suspension without pay
4. discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit suspension or discharge.

No employee shall be penalized, disciplined, suspended, or discharged without just cause.

(d) Employees who are absent and have not notified their supervisor for more than three consecutive scheduled working days shall be deemed to have quit.

(e) Employees who are absent from work for more than five consecutive scheduled working days and have notified their supervisor, and who have not been granted a leave of absence during that period or do not present justifiable evidence during the five day period showing they were unable to report, shall be deemed to have quit.

ARTICLE XVII
Separability

17.1 – If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found to be contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted bylaw, provided, however, that all other provisions of this Agreement and applications thereof will continue in full force and effect.

ARTICLE XVIII
Wage Rates

18.1 – The following increase in wages will be granted during the term of this Agreement:

a. Effective July 1, 2010 employees shall receive a two percent (2.0%) COLA adjustment and during the contract year 2010- 11 be eligible for a one percent (1%) merit increase to employees who are on their first four anniversaries and every third year anniversary thereafter – seventh, tenth, thirteenth, etc.;

Effective July 1, 2011 employees shall receive a three percent (3.0%) COLA adjustment and during the contract year 2011-12 be eligible for a one percent (1%) merit increase to employees who are on their first four anniversaries and every third year anniversary thereafter – seventh, tenth, thirteenth, etc.; and

Effective July 1, 2012 employees shall receive a three percent (3.0%) COLA adjustment and during the contract year 2012-13 be eligible for a one percent (1%) merit increase to employees who are on their first four anniversaries and every third year anniversary thereafter – seventh, tenth, thirteenth, etc.;

b. Performance evaluations will be conducted in accordance with long forms (for years employees are eligible for merit increases) and short forms (for years employees are not eligible for merit increases), attached as Appendices A and B. Grading satisfactory in seven (7) of the ten (10) criteria will indicate "Meets Basic Requirements". The County reserves the right to modify the performance criteria.

c. The procedures governing the performance evaluations are described in the Instructional Guide attached as Appendix C.

d. The pay ranges for each labor grade will be attached as Appendix D. There will be no COLA adjustment to the pay ranges during the term of this agreement.

e. Employees with wage rates that exceed the maximum of their respective pay range are not eligible for COLA or merit increases but will receive a one percent (1.0%) lump sum annually not added to base.

f. Effective July 1, 2010, the Administrator may place new employees in all positions up to the mid-point between the minimum and maximum wage rates in the appropriate pay range provided that if a new full-time employee is paid more than a current full-time employee in the same position with education, experience and training comparable to or greater than the new-hire, that current full-time employee may request that the Administrator review and adjust his/her pay rate. The County shall give the Union written notice of the new employee's pay rate when the new employee successfully completes the probationary period. Any readjustment of pay due to the pay rate of a new employee will occur no sooner than the date that the new employee successfully completes the probationary period. A request for readjustment shall not be unreasonably denied.

g. Before posting any vacancies in the positions of Certified Therapeutic Recreation Specialist (CTRS) or Recreational Musical Therapist (RMT), the Administrator agrees to negotiate the wage range with the Union.

18.2 – In addition to the rates shown in Section 18.1, all personnel working on the 3-11 and 11-7 shift shall receive shift premium of eighty cents ($.80} per hour. All other personnel to receive shift premium must have a two (2) hour layover on an above mentioned shift.

18.3 –Weekend shift differential: In addition to those differentials in Section 18.2, employees working weekends shall receive two dollars $2.00 per hour.

18.4 – Retroactive wages, if any, will be paid within 30 days of approval of this Agreement by both County and Union.

18.5 – The President of Local will be furnished with a copy of Nursing Home Policies which apply to personnel only.

18.6 – Payroll periods may provide for either weekly or bi-weekly paychecks. The Business Office, at the discretion of the Commissioners, shall determine the frequency thereof. Employee will be provided with a ninety (90) day advance notice of any change.

18.7 – When the paychecks are available by the close of the regular business schedule on Wednesday the County will make a good faith effort to effect distribution to third shift employees before they leave the work premises at 7 a.m. on Thursday morning.

18.8 -- Part-time employees who are "promoted" to a full time position will receive prorated credit for their previous service when being assigned to the appropriate wage rate within the respective classification wage range. Seniority shall not be affected by said promotion.

ARTICLE XIX
Employee Improvement

19.1 – A full-time permanent employee covered by this Agreement and approval for reimbursement as provided for in section 19.4 shall, upon presentation of his/her transcript and bursar's receipt, be reimbursed in a lump sum for the cost of tuition for courses taken provided:

a) The reimbursement shall not exceed 70% of the actual cost of tuition with a $1,000 maximum.

b) The courses are of a content related to any occupation of the Nursing Home, including those courses which may be mandatory in a degree program. Elective courses are not reimbursable.

c) The employee has received a "C" grade or better.

19.2 – The total reimbursement to all employees shall not exceed $10,000 in any fiscal year.

19.3 – Date of approval of assistance will be the beginning date of the class. Any employee denied reimbursement because the fund is depleted but still takes the course on their own may be reimbursed at the end of the fiscal year if any funds are unused in accordance with Article 19.1a. Any surplus remaining at the end of a fiscal year in the $10,000 appropriation will be paid to those employees up to 70% of their cost. In the event there is not enough, the balance will be prorated.

19.4 - It is agreed the Administrator has the sole right to decide upon and select the number of applicants to be allowed to pursue courses as above.

19.5 - A full-time employee who has been denied course approval, shall have the right to grieve the Administrator's decision in accordance with the provisions of Article XV entitled "Grievance Procedure", but only if the Administrator's decision was arbitrary, unjust, or without any basis in fact. It is agreed that any grievance under this article shall not go beyond the step ending with the County Commissioners. Their decision shall be final and binding.

19.6 – Effective July 1, 2010, employees required to purchase clothing to meet a dress code that is not usual street wear, shall be allowed up to seventy-five dollars ($75.00) per calendar year. Nursing Department employees shall be allowed up to $75 per calendar year. Reimbursement will be made once a year (August) after purchase receipts are given to the employee's supervisor.

19.7 – Effective July 1, 2010, Maintenance Department employees shall be allowed up to one hundred dollars ($100.00) annually for footwear.

ARTICLE XX
Meals

20.1 - Employees who are provided with their meals by the Nursing Home shall be obligated to pay one (1) dollar per meal. Beverages will be provided without charge. A voucher system will be established to facilitate the payment for meals.

ARTICLE XXI
Termination and Renewal

21.1 This Agreement shall be in full force and effect when executed and shall remain in full force and effect until June 30. 2013 and shall continue from year to year thereafter unless written notice of desire to modify, cancel, or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration, in which event this Agreement shall terminate June 30, 2013.

21.2 It is agreed by the parties hereto that negotiations concerning revisions or changes to this Agreement shall be pursuant to the New Hampshire RSA Chapter 273-A.

21.3 The parties, mutually, agree to commence negotiations for the purpose of bargaining a successor Agreement no later than December 1, 2012.

ARTICLE XXII

Signatures

IN WITNESS HERETO the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this 17th day of November 2010.

For: HILLSBOROUGH COUNTY COMMISSIONERS

Toni Pappas	11/17/10 Date
Carol H. Holden	11/17/10 Date
Michael Cronin	11/17/10 Date
Thos. J. Fleyguere	11/18/10

Chief Negotiator Date

By: LOCAL 2715 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL/CIO

11-17-10
Date

11/17/10
Date

Appendix A
Long-Form Evaluation

HILLSBOROUGH COUNTY NURSING HOME
PERFORMANCE EVALUATION

Name: _____ **Hire Date:**_____**Review Date**_____

Title: _____ **Department:** _____

Reviewer: _____ **Title:** _____

PART I

1. JOB KNOWLEDGE: Commands the job knowledge essential to perform assigned duties. Knows details of the operation, equipment and materials. Follows Facility policies & procedures.

_____
_____
_____
_____

Meets Job Requirements _____ Does Not Meet Job Requirements _____

2. QUALITY OF WORK: **Accuracy, thoroughness and neatness of work.**

_____
_____
_____
_____

Meets Job Requirements _____ Does Not Meet Job Requirements _____

3. QUANTITY & VOLUME OF WORK: Demonstrates accuracy and thoroughness in following job expectations – both verbal & written – in a timely manner.

_____
_____
_____
_____

Meets Job Requirements _____ Does Not Meet Job Requirements _____

4. **PERSONAL TRAITS:** Dependable and shows interest in his/her work. Is versatile and flexible in the work place environment. Maintains a neat, clean and professional appearance.

Meets Job Requirements _____ Does Not Meet Job Requirements _____

5. **WORK HABITS:** Maintains a safe & clean work environment. Adheres to universal precautions and infection control standards. Completes assignments and shows willingness to help others.

Meets Job Requirements _____ Does Not Meet Job Requirements _____

6. **PUBLIC RELATIONS:** Employee demonstrates a positive image when representing the facility. Shows compassion, understanding & respect towards residents, patients and families.

Meets Job Requirements _____ Does Not Meet Job Requirements _____

7. **EMPLOYEE/CO-WORKER RELATIONS:** Demonstrates teamwork by developing trusting & supportive relationships with co-workers and supervisors. Communicates necessary information to the team members to ensure acceptable outcomes. Deals effectively with conflict.

Meets Job Requirements _____ Does Not Meet Job Requirements _____

8. **INITIATIVE:** Demonstrates the ability to complete assignments with minimum supervision. Demonstrates interest in broadening job knowledge and experience. Actively seeks assignments.

Meets Job Requirements _____ Does Not Meet Job Requirements _____

9. PROBLEM SOLVING: Effectively identifies work-related areas of concern and/or inefficiencies. Offers ideas and suggestions to improve or correct the problem(s).

Meets Job Requirements _____ Does Not Meet Job Requirements _____

10. ATTENDANCE. Reports to work on time, works scheduled hours and has an acceptable attendance record.

Meets Job Requirements _____ Does Not Meet Job Requirements _____

PART II

PERFORMANCE EVALUATION RATING DEFINITIONS:

MEETS JOB REQUIREMENTS: The individual is fully competent and work is thoroughly satisfactory. There is significant mastery of job related knowledge. Job requirements and expectations are met and in accordance with established standards.

(DNM) DOES NOT MEET JOB REQUIREMENTS: Employee is not able to meet the minimum job requirements after reasonable training and orientation. Very close supervision is required. Such performance may be the result of any number of factors and should be addressed with a specific action plan outlining expectations and outcomes. Employees are expected to demonstrate substantial performance improvement within 30 days or will be removed from the assigned position.

Overall Rating: ____ of __10__

Employee must maintain 7 of 10 "Meets Job Requirements" to fulfill the ongoing requirements of the job and to be eligible for a merit increase.

NEW GOALS AND OBJECTIVES FOR NEXT REVIEW PERIOD:

GOAL/OBJECTIVE	DATE TO BE COMPLETED

SUPERVISOR COMMENT: *(Please attach additional pages as needed)*

EMPLOYEE COMMENTS: *(Please attach additional pages as needed)*

Employee's Signature	Date
Evaluator/Supervisor Signature	Date
Department Director or Designee	Date

7/2010 BC

Appendix B
Short-Form Evaluation

ANNUAL EVALUATION SHORT-FORM

Employee Name: _____
Position: _____
Department: _____
DOH: _____
Date of Review: _____

AREAS OF REVIEW:

	Acceptable	Needs Improvement	Comments
Job Knowledge			
Quality of Work			
Quantity of Work			
Personal Traits			
Work Habits			
Public Relations			
Employee/Co-worker Relations			
Initiative			
Problem Solving			
Attendance			

Areas needing improvement, if any:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Meets Requirements: ☐ **Does Not Meet Requirements:** ☐

Employee Comments, if any: _____
_____
_____
_____
_____
_____

_____
Employee's Signature
Date:

_____
Evaluator's Signature
Title:
Date:

Appendix C
Instructional Guide

HILLSBOROUGH COUNTY NURSING HOME FOR AFSCME LOCAL 2715

Instructional Guide

Performance Evaluations

DISTRIBUTION LIST OF THE INSTRUCTIONAL GUIDE

In addition to the collective bargaining agreement appendix, this agreement is available for review and/or reference purposes by all personnel at the locations listed below.

- Hillsborough County Nursing Home – Receptionist Office
- Hillsborough County Nursing Home – Each Department
- Hillsborough County Nursing Home – Each Nurses Station
- Hillsborough County Nursing Home – Staff Dining Room

DISCLAIMER

These policies and procedures are for internal use only, and do not enlarge an employee's liability in any way. They should not be construed as the creation of a higher standard of safety or care in an evidentiary sense with respect to third party claims. Violations of these policies and procedures, if proven, can only form the basis of a complaint by this agency, and then only in a non-judicial administrative setting.

INTRODUCTION:

The overall effectiveness of any organization is measured by the quality of service provided to its residents. When employee performance meets the standard set forth by the Hillsborough County Nursing Home, the professional quality of service sought will have been realized.

A. **GOAL**: It is the goal of the Hillsborough County Nursing Home to evaluate employee performance in a standardized manner, utilizing a performance appraisal system that results in specific feedback to both the agency and the individual employee to accurately measure the quality of service provided and adherence to recognized standards of performance.

B. **TRAINING OF SUPERVISORS**: All Hillsborough County Nursing Home Supervisors conducting evaluations shall receive training on the use of the Evaluation System

C. **OBJECTIVES**:

1. Enhance communications between supervisors and subordinates;
2. Provide direct and timely feedback to employees that relate specifically to job performance;
3. Mutually develop performance improvement plans where applicable;
4. Identify and define the individual employees career path goals;
5. Form partnerships between staff and employees that pursue and realize career goals;
6. Ensure that all employees meet the standards set forth by the Administration;
7. Illustrate to employees what the Administration expects of them;
8. Define to employees what they can expect from the Administration.

II. PROBATIONARY/PROMOTIONAL EVALUATIONS:

Evaluations shall be completed for all newly hired personnel and newly promoted employees prior to the completion of their probationary period. Probationary periods are listed in collective bargaining agreement. Probationary and promotional evaluations shall not be subject to the grievance

procedure.

III. PERFORMANCE EVALUATION REPORT:

A. PURPOSE:

1. Evaluations shall be used by any supervisor to recognize any job performance in one of the following two categories:

   a. **Meets Standards**: Work performance exceeds the standards set by the Hillsborough County Nursing Home.

   b. **Does Not Meet Standards**: Work performance does not fulfill the set of standards expected of all employees set by the Hillsborough County Nursing Home.

2. Receiving at least 7 out of 10 "Meets Standards" on an evaluation constitutes an "Overall Meets Standards". Employees receiving an "Overall Meets Standards" on the long form will be eligible for a merit increase.

B. APPLICATION:

1. Evaluations shall be conducted during the thirty (30) days prior to the employee's anniversary or the employee will be granted the performance based increase.

2. The long form shall be used to record an employee's job performance in the years in which the employee is eligible for a performance based increase (1st through 4th year of employment as well as the 7th year, 10th year, 13th year, etc) while the employee is not at the maximum rate. An employee receiving a "Meets Standards" evaluation shall receive a performance based increase. In the event the employees who has received a "Meets Standards" evaluation and has reached their classification maximum rate, the employee shall be entitled to a lump sum of his/her base salary annually in accordance with the collective bargaining agreement.

3. The short form shall be used annually in the year where an employee is not eligible for a performance based increase (5th year, 6th year, 8th year, 9th year, 11th year, etc). Employees evaluated on the short form are ineligible for a performance based increase.

4. Employees may request a Union representative from the bargaining unit be present for the evaluation session.

5. No employee will be denied a performance based increase because of County or Nursing Home budget issues.

6. Evaluations shall not be applied in an arbitrary or capricious manner.

C. RESPONSIBILITIES OF THE IMMEDIATE SUPERVISOR:

1. An employee's immediate supervisor shall be designated by the management. Such right is subject to the grievance procedure to ensure such designation is not arbitrary or capricious.

2. Immediate supervisors shall make every reasonable effort to ensure that there are no surprises at the time of the annual evaluation. Poor performance or misconduct needs to be brought to the employee's attention as soon as possible. Employees shall be provided appropriate time to correct their performance.

3. The immediate supervisor and employee shall review the evaluation and any attached documentation, and then sign the form together. Once reviewed and signed by the immediate supervisor and the employee, the immediate supervisor will provide the employee's copy to the employee. The signature of an employee does not necessarily reflect agreement, only the employee's review and receipt of a copy.

4. The supervisor shall discuss with the employee all areas that indicate "***Does Not Meet Standards***". It is paramount that employees understand what the administration expects of them. The feedback needs to be objective and specific.

5. Upon meeting with the supervisor to review the evaluation, the employee will have the opportunity to provide feedback and comment on the evaluation form or separate document. The employee shall also have three (3) additional business days (excluding weekends and holidays) after the meeting to provide comments/feedback on the evaluation. This section shall not be construed to limit an employee's statutory right since evaluations will be a permanent part of the employee's personnel file.

6. After the signatures are obtained, the employee's feedback is received and attached, the evaluation shall be filed in the employee's personnel file maintained by the Hillsborough County Human Resource Department.

D. **FOLLOW-UP EVALUATION FOR "DOES NOT MEET STANDARDS" PERFORMANCE EVALUATIONS:**

1. All employees whose overall evaluation does not meet standards shall be provided with a written performance improvement plan that defines the steps required to improve. The improvement plan shall discuss performance expectations, define goals, and establish a ninety (90) calendar day timetable for re-evaluation with, if eligible, the performance-based increase effective back to the employee's anniversary date.

2. Timely feedback, even in the interim, to the employee is critical. All evaluation reports shall be completed by the supervisor and addressed with the employee in a timely manner.

IV. APPEAL PROCESS:

It is the goal to reduce the potential for discriminatory or inaccurate decisions and to give employees an opportunity to correct such decisions. An employee may appeal a "***Does Not Meet Standards***." performance evaluation and/or the designated immediate supervisor conducting appraisal through the grievance process established in the collective bargaining agreement. The decision of the arbitrator shall be final and binding.

Appendix D
Wage Ranges 2010-2013

Grade	Minimum	Maximum	Positions
1	$9.00	$16.83	Food Service Worker I Floor Maintenance Housekeeping Attendant Laundry Worker Clerk I
2	$9.50	$18.54	Food Service Worker II Unit Aide Messenger Clerk II
3	$10.00	$19.49	Telephone Security
4	$10.50	$20.45	Driver Messenger Stores Clerk Seamstress
5	$11.50	$21.49	Acct. Clerk I Cook I Cosmetologist Clerk Typist I LNA LNA Restorative LNA Transport LNA Activity Aide
6	$12.00	$22.56	Maintenance Worker I Preceptor Laundry Worker Supervisor
7	$12.50	$23.69	Acct. Clerk II Unit Coordinator Clerk Typist II Secretary I
8	$13.00	$24.87	Cook II Cook II – Clinical Maintenance Worker II MNA
9	$14.50	$26.10	Secretary II Acct. Clerk III Maintenance Worker III Dietitian's Assistant
10	$16.50	$31.72	Social Worker
11	$20.00	$27.41	Nurse I (LPN) COTA PTA Diet Tech
12	$21.50	$28.79	Charge Nurse (LPN)
13	$22.50	$33.33	Nurse II (RN)
14	$24.00	$34.98	Charge Nurse (RN)
15	$25.00	$36.72	Asst. MDS Coordinator (RN)