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PELRB

AGREEMENT BETWEEN

HILLSBOROUGH COUNTY COMMISSIONERS

AND

INTERNATIONAL CHEMICAL WORKERS UNION

COUNCIL/UFCW, LOCAL 1046C

NURSING HOME SUPERVISORY PERSONNEL

JULY 1, 2009 - JUNE 30, 2011

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ARTICLE I

AGREEMENT

The County Commissioners of Hillsborough County, State of New Hampshire (hereinafter referred to as the 'Commissioners') and The International Chemical Workers Union Council/UFCW and it's Local 1046C (or it's Successor), hereinafter referred at as 'Union', hereby agree that the following represents the entire agreement between the parties as a result of collective bargaining. This Agreement is effective July 1, 2003.

ARTICLE II

RECOGNITION AND EXCLUSION

1. The Commissioners hereby recognize the Union as the exclusive bargaining representative pursuant to the provisions of the New Hampshire RSA 273-A for full time supervisory personnel as listed below:

   Head Nurses
   Shift Supervisors
   Hospice Administrator
   Director of Therapeutic Recreation (Activity Director)
   Staff Development Coordinator
   Clinical Behavior Therapist
   Facility Maintenance Supervisor
   Housekeeping Supervisor
   Physical Therapist
   Occupational Therapist
   Director of Social Service
   MDS Coordinator

2. Excluded from recognition or coverage under the Agreement are probationary employees and all other employees of the Nursing Home who are not employed in the classifications noted in section 1. of this article.

3. Additional classifications/employees may be added to the certified bargaining unit subsequent to the execution of this Agreement by mutual agreement between the parties or absent that agreement a petition may be filed with the Public Employee Labor Relations Board (PELRB) to resolve the question of bargaining unit composition.

4. The positions of Physical Therapist and Occupational Therapist are "grandpersoned" as full time supervisory personnel based on a 30 hour rotating schedule and work week.

5. JOB POSTING: When the County has determined that a job opening exists, the County agrees to post all such openings on bulletin boards by the time clock for a period of five (5) administrative business days. Nothing in this procedure shall be deemed to limit the County's right to seek applicants for the position from outside the bargaining unit or the Nursing Home.

6. JOB BIDDING: Bargaining unit employees may apply for lateral transfers (assignment changes) to open positions or promotional opportunities. Positions shall be filled based on qualification. In the

event of qualifications being equal, seniority shall prevail. Employees not selected for a position will be given written notice.

ARTICLE III NON-DISCRIMINATION

1. The Parties agree that there shall be no discrimination against any employee or applicant for employment on the basis of age, race, creed, color, gender, national origin, religious belief, sexual orientation or disability (as defined by the American Disabilities Act of 1990), Union membership or proper Union activity.

ARTICLE IV DISCIPLINARY PROCEEDINGS

1. In the application of rules and administration of discipline the Administration shall not be arbitrary, capricious, unreasonable or disparate. Disciplinary action shall be subject to the grievance procedure.

2. Anytime the County has a meeting with an employee to issue discipline or to investigate a situation, which is intended by the County to lead to discipline, the employee shall be presented the opportunity to have a union representative present during the meeting.

ARTICLE V GRIEVANCE PROCEDURE

1. A grievance is defined as any dispute or disagreement between an employee or group of employees covered by this Labor Agreement or the Union concerning the application or interpretation by the Employer and/or its agents of any provision of this Agreement. Notwithstanding any other provision of this Article, grievances must be filed in writing within ten (10) business days of the date the grievant knew of reasonably should have known of the alleged misapplication or misinterpretation of the agreement. The following is the procedure for the handling of grievances.

2. The employee involved (or the steward in the event of a Union grievance) shall first discuss the grievance with the next level of supervision of the department where the dispute or disagreement arises. The employee of steward may elect to have a local union official present at the this meeting. The supervisor shall render a decision within two (2) business days.

3. If the grievant or the Union is not satisfied with the Supervisor's answer or the Supervisor fails to respond within the time limits, the grievance may move to the next step. If the immediate Supervisor has provided an answer with which the Union disagrees, it shall so notify the Administrator within four (4) business days by reducing the grievance to writing stating the Article and Sections of the labor Agreement involved, briefly summarizing the nature of the grievance and the adjustment desired.

4. Step I - As soon as practical, but no later than three (3) business days from the receipt of the written grievance, the Administrator and the Department Head shall meet with the grievant, the I.U. Representative and/or the Steward in an attempt to settle the grievance. A written answer to the grievance will be provided by the Administrator within five (5) business days.

   If the Union is not satisfied with the answer provided by the Administrator it may, at its option, appeal the decision to the Commissioner level. Appeal to the Commission level (Step II) shall be made within ten (10) business days from the receipt of the Administrator's written answer.

5. Step II - The Commission shall conduct a hearing with the grievant, the international union representative and/or the steward and/or a local union official on the appeal of the Administrator's decision within twenty (20) business days of the receipt of the appeal from the Union. Employee witnesses as requested by the Union shall be, as operations permit, released to testify. Employees are required to return to work following their testimony. The Commission shall provide an answer to the appeal within fifteen (15) business days of the close of the hearing. The answer will be in writing and shall contain a specific indication of the granting or denial of the grievance.

6. Step III - If the Union is not satisfied with the County Commissioners' response to the grievance, the Union shall notify the County Commissioners not later than twenty-five (25) business days from receipt of their answer that it intends to pursue the grievance to arbitration. The parties may meet to attempt to expedite the arbitration process. The Union shall submit to the New Hampshire Public Employee Labor Relations Board for a panel of arbitrators within five (5) business days of the sending of notice to the Commission.

   The arbitrator shall conduct a hearing at a time and place mutually agreeable to the parties. The arbitrator shall issue a written decision within thirty (30) days of the close of the hearing. The arbitrator's decision shall be final and binding. The Arbitrator's authority is limited to the matter of the dispute and his/her decision shall not add to, subtract from or otherwise amend any terms of the Labor Agreement. Multiple grievances may be presented before the same arbitrator if mutually agreed by the parties.

   The cost of the fees and expenses of the Arbitrator shall be shared equally by the parties. Each party shall bear its own witness expenses. Either party may appeal the arbitrator's award in accordance with RSA 542.

7. Any individual employee or group of employees shall have the right to present grievances to their employer and have such grievances settled or adjusted, without intervention of the bargaining representative, as long as the settlement or adjustment is not inconsistent with the terms of the collective bargaining contract or agreement then in effect: Provided further, that the bargaining representative has been given the opportunity to be present at such adjustment.

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

9. Time limits as cited within the grievance procedure may be mutually waived, in writing, by the parties.

10. If the Union does not process a grievance within the time limits as specified the grievance will be considered to be settled at the previous level of the procedure. If the County, or their agents, fail to provide a response in accordance with time limits as specified the grievance shall proceed to the next level of the procedure, unless the Union withdraws the grievance.

ARTICLE VI NO STRIKE - NO LOCK OUT

1. The Union agrees that no strike will be authorized for the life of this agreement by any officer, agent, or member of the Union. Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slowdown, picketing of

any kind while on duty, withholding of services or curtailment of work or restrictions or interference with the operations of the County or departments thereof during the term of this Agreement. In the event of any such activity, the County shall not be required to negotiate on the merits of the dispute which gave rise to such activity until any and all such activity has ceased. The County will not Lock Out any employees during the term of this Agreement.

2. Should any employee or group of employees covered by this Agreement engage in any activity prohibited by Section A of this Article, the Union shall forthwith disavow any such activity and shall use all means to induce such employee or group of employees to terminate such activity forthwith. It is understood that any employee violating this Article shall be subject to disciplinary action up to and including discharge.

3. It shall not be a violation of this Agreement, in the event Employees covered by this Agreement engage in informational picketing on their own time with respect to situations directly related to their collective bargaining relationship with the County or in concert with any other union engaged in legal informational picketing.

ARTICLE VII PROBATIONARY PERIOD

1. New employees hired into classifications as listed in the Recognition Clause as it is or may be added to in the future shall serve a probationary period of one hundred and twenty (120) actually worked days during which time they may be suspended or terminated by the County without recourse to the Grievance Procedure. These probationary employees, shall not be covered by the CBA or eligible for benefits. Following the successful completion of the probationary period employees shall be granted seniority from their original date of hire.

2. Persons already employed in the nursing home, outside of this bargaining unit, who are hired into classifications listed in the Recognition Clause as it is now or as it may be modified in the future, shall serve a transition period of ninety (90) actually worked days, which may be extended to one hundred twenty (120) actually worked days by mutual agreement. Such persons shall be eligible for Union membership immediately upon being hired into a bargaining unit position. During the transition period, such persons may (a) return to his/her previous position; or (b) be removed by management from the position with the bargaining unit and returned to his/her previous or comparable position in the nursing home without recourse to the Grievance Procedure or the PELRB.

ARTICLE VIII SENIORITY AND LENGTH OF SERVICE

1. The County and the Union recognize that seniority is a principle of employment which gives preference to one employee over another based on length of service within the bargaining unit and in the case of certain benefits length of service as an employee of the Hillsborough County Nursing Home.

2. New employees who have successfully completed their probationary period and who have become regular employees shall have their seniority begin from the time of the shift on the day the employee started work (date of hire).

3. In the event that more than one employee started work on the same shift and day, the employee with the lowest social security number shall have seniority.

4. Employees who having successfully completed a probationary period while in any other classification at this County facility and who become members of the bargaining unit as defined in the Recognition Clause shall have as the date of seniority the effective date on which they actually began working in the bargaining unit classification.

5. Employees who having successfully completed a probationary period while in any other classification at this County facility and who, with no break in service, become members of this bargaining unit as defined in the Recognition Clause shall maintain their original date of hire for the purposes of determining their length of service status for certain benefits purposes.

6. Absence from work due to sickness, military service plus ninety (90) days or an approved leave of absence shall not affect an employee's seniority.

7. Seniority shall terminate upon the occurrence of one of the following events:

   a. Resigns, retires, or is discharged from employment and not returned through the grievance procedure.
   b. Lay-off up to 53 weeks.
   c. Failure to return from layoff within 14 calendar days of receipt of notification.
   d. Absence due to occupational illness or accident in excess of 24 months.

ARTICLE IX LAYOFF RECALL AND BUMPING

1. In the event of layoff, the County shall layoff employees in reverse order of seniority within job classifications listed in the Recognition Clause as it is or may be added to in the future.

2. Employees about to be laid off may exercise seniority within the bargaining unit to:

   a. bump a less senior employee in another classification if they have previously held such classification.
   b. fill an available vacancy within any bargaining unit classification provided that the employee is qualified to perform the available work.

3. In the event of recall, employees shall be recalled in the reverse order of layoff in each job classification, provided that the employee is qualified in accordance with section.

4. Recalled employees shall be mailed a recall notice by certified mail return receipt requested, to the last known address on County records. It shall be the former employee's responsibility to update such mailing address as necessary.

5. An employee who fails to return to work within fourteen (14) calendar days of receipt of the recall notice shall lose all recall rights.

6. Recall rights shall continue for 53 weeks after the date of layoff of the employee. Recalled employees who return to work within fifty-three (53) weeks of layoff shall be reinstated with seniority.

ARTICLE X PAYROLL DEDUCTION

1. Upon receipt of a written assignment and authorization signed by the employee on a form furnished the Employer by the Union, the Employer shall deduct from wages due such employee his Union initiation or reinstatement fee and weekly fees, in such amounts as may from time to time be fixed by the Union in accordance with its Bylaws, and certified by the Union to the Employer as so fixed, and shall forward the aggregate amount of such deductions made each month (together with an itemized list showing from whom and for what such deductions are made) to the Financial Secretary of the Union. A copy of the itemized list shall be forwarded to the President of 1046C, and to the Financial Secretary of the International Union Council. The itemized list shall show the date of hire of new employees, and the effective date of all terminations.

   If the employee receives no pay for the week or has insufficient wages to cover the weekly fee, such deductions shall be made from the first pay she/he receives following that date.
   The Union agrees to hold the Employer harmless from all claims arising from the Union payroll deduction made in accordance with the Authorization for Check-Off.

   The Union shall post by May 15 each year in a conspicuous location, notification that the window for stopping deductions will be open from that date until May 30.

ARTICLE XI STEWARDS DUTIES AND RESPONSIBILITIES; UNION LEAVE OF ABSENCE

1. The Union agrees that the time spent by stewards in carrying out their duties and responsibilities to the bargaining unit employees shall not unduly interfere with their primary responsibility as Employees of the County.

2. Bargaining unit members may be granted unpaid leaves of absence for the purpose of attending Union training and Union conventions. The aggregative number of work days for all members of the bargaining unit shall not exceed fifteen (15) days in any calendar year. Thirty (30) days advance written notice shall be required for union leave. The administration may waive the 30-day written notice requirement upon a showing of good cause. Upon resumption of the employment after a union leave of absence, the employee(s) shall return to the same job with no interruption in seniority and at the current rate of pay and benefits.

ARTICLE XII HOURS OF WORK AND OVERTIME

1. For all full-time employees covered by this contract the normal work week shall be forty (40) hours of actual work per week and the normal workday shall be eight (8) consecutive hours of work per day in any one day. All employees shall utilize the time clock to record working hours.

2. All full-time employees covered by this contract will receive one (1) thirty (30) minute paid meal break.

3. All employees covered by this contract will receive one (1) fifteen (15) minute break during each eight (8) hour work period.

4. Non-exempt employees shall be paid at the rate of time and one half for all hours worked over eight (8) hours in one day or forty (40) hours per week. Hours compensated at the overtime rate on a daily base shall not be used for computing overtime payment on a weekly basis. Hours considered as

worked for the purpose of overtime calculation are: paid lunch periods, paid holidays, and paid bereavement leave.

5. Employees in FLSA-exempt positions shall be paid a salary based on their regularly scheduled hours for each work week, consistent with all state and federal requirements for salaried positions.

ARTICLE XIII WAGES

1. Employees shall be paid in accordance with the Wage Ranges as found in Appendix A and Appendix B.

2. Grade assignments and wage ranges for the classifications covered by the Agreement are as follows:

Classification	Grade
Head Nurse	25
Occupational Therapist	21
Registered Physical Therapist	21
Clinical Behavior Therapist	22
Staff Development Coordinator	24
Director, Social Services	22
Facility Maintenance Supervisor	15
Activities Director	20
Nursing Supervisor	25
MDS Coordinator	24

3. Employees hired or promoted shall be placed in the applicable range commensurate with their applicable education, training, and experience.

4. Employees in the bargaining unit shall receive COLA increases of 1.50% effective July 1, 2009 and 1.50% effective July 1, 2010.

5. Performance increases will be granted contract years, in the amount of 1.5% for FY '10 and 1.5% for FY '11, on the employee's anniversary date provided the employee has received a satisfactory performance evaluation for the previous year. If the employee is dissatisfied with a preliminary evaluation that may result in a denial of a merit increase, the employee may within seven (7) calendar days obtain up to two (2) written statements regarding performance during the evaluation period from those with whom the employee interacts in the Nursing Home on a regular basis. Management agrees to consider these statements in good faith to determine if the evaluation should be revised prior to finalization. The performance evaluation shall not be subject to the grievance procedure.

ARTICLE XIV SHIFT AND WEEKEND DIFFERENTIALS

1. The following differentials shall be paid to employees working during time periods as indicated. Overtime pay will be computed including the appropriate differentials.

Shift

3-11 & 11-7	$1.25/hr.
Weekend (from start of shift on Saturday - 7:00 am Monday)	$2.50/hr. $3.00/hr. (effective 7/1/08)

ARTICLE XV PAYROLL PERIODS

1. Payroll periods may provide for either weekly or bi-weekly paychecks. Employees will be provided with a ninety (90) day advance notice of any change.

ARTICLE XVI MEAL PAYMENTS

1. As of July 1, 2002 employees will pay one dollar ($1.00) per meal that is provided by the employer.

ARTICLE XVII INSURANCE

1. The County will make available to every full-time employee the following insurance coverage: Health, Vision, Dental and Prescription coverage. Twenty-two and one-half percent (22.5%) of the total cost of the HMO plan will be paid by the employee. The employee will pay twenty-seven and one-half percent (27.5%) of the POS Plan effective July 1, 2009..The prescription drug co-pay will be ten dollars ($20.00) for generic, twenty dollars ($30.00) for brand name, and thirty dollars ($50.00) for non-preferred prescriptions. A mail order benefit will be provided (90 days) with the same co-pay provisions.

2. Disability Insurance - Benefit capped at $600.00 per week.

3. Life Insurance - current benefit (12/28/93)

ARTICLE XVIII HOLIDAYS

1. The following shall be recognized as paid holidays:

New Year's Day	Yom Kippur
Columbus Day	Veteran's Day
Presidents Day	Thanksgiving Day
MLK Jr. Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Hanukkah
Labor Day	Employee's Birthday

2. Holidays for rotating shift employees if applicable will be the actual day on which the Holiday falls:

New Year's Day on 1/1
Independence Day on 7/4
Veteran's Day on 11/11
Christmas on 12/25

3. Employees may substitute and observe Yom Kippur and Hanukkah in lieu of New Year's Day and Christmas Day respectively. Either Martin Luther King Jr. Day or an Employee's birthday may be taken as a holiday.

4. 3-11 shift and 11-7 shift scheduled employees shall be permitted, with the approval of the Administrator, to substitute Christmas Eve and New Year's Eve in lieu of the Christmas and New Year's Day holidays, in which case hours worked on the holiday shall not be accounted as working on the holiday.

5. Employees shall be paid for one shift for each of the above holidays when not worked. In addition to holiday pay, compensation for hours worked on any of the foregoing holidays shall be:

   a. For hourly paid personnel, time and one half for all hours worked at the employees applicable classification rate including shift differential except that pay for working on any of the following: Thanksgiving, Christmas (or substitute) New Year's Day (or substitute) shall be double time the employee's applicable classification rate including shift differential.

6. Salaried exempt personnel required to work any of the above holidays shall be compensated with a day and one half paid time off except that in the event the holiday worked is Thanksgiving, Christmas, New Year's Day (or their respective applicable substitutes), then the compensating paid time off shall be two days.

7. For employee whose regular work schedule is Monday through Friday, paid holidays designated by the County Commissioners and provided for by this Agreement, which fall on a Saturday will be observed on the previous Friday and holidays which fall on Sunday will be observed on the following Monday. Veteran's Day will be observed on the day designated by the County as the official day of observance.

ARTICLE XIX VACATIONS

1. Vacations are provided for the purpose of rest and recuperation with a view to future service. Accordingly, vacations should be taken in periods of at least one full week at a time. An employee's annual vacation allowance may be taken one day at a time, provided a request is submitted two (2) weeks prior and approved by the Administrator or designee prior to taking said day or days. Every employee shall, on his or her anniversary date of hire, be credited with the appropriate vacation hours. Those hours may be taken at any time within the ensuing year with the approval of the Administrator or designee. Vacation hours not taken by the next anniversary date shall not accrue, but be forfeited, unless a request for carryover is made, by the employee, in advance and approved by the Administrator or designee and ratified by the board of Commissioners.

2. Full-time employees shall be entitled to paid vacations subject to the following:

   - Two (2) weeks ten (10 workdays) upon the completion of twelve (12) months continuous employment;
   - Three (3) weeks fifteen (15 workdays) upon the completion of four (4) years continuous employment:
   - Four (4) weeks twenty (20 workdays) upon the completion of ten (10) years continuous employment;
   - *Five (5) weeks twenty-five (25 workdays) upon the completion of fifteen (15) years continuous employment.

*Does not apply to anyone hired by the County after January 1, 2001.

3. Regular part-time employees working at lease twenty (20) hours per week shall receive paid vacation on a pro-rated basis of hours worked.

4. Vacation time will not be cumulative. If an employee is unable to schedule the reinstated vacation days (see section 6) in the remaining vacation year such days shall be added to the next anniversary year's allowance.

5. The Administrator or designee shall use every reasonable effort to give at least thirty (30) days prior notice of the vacation schedule to the employees. However, the Administrator or designee has the right to change said vacation schedule so as to not unduly interfere with normal operations.

6. In the event that a regular full-time employee is prevented from taking his/her scheduled vacation, they shall be given the opportunity to request another vacation period.

7. Employees who are eligible for vacation whose employment is terminated for any reason shall be paid the amount equal to his/her regular pay for all credited annual vacation time earned but not taken.

ARTICLE XX SICK LEAVE

1. During a full-time employee's first year of employment, sick leave with pay shall be earned at a rate of one day per month through December 31 of the year in which the employee was hired, provided, however, that no sick leave be granted until the new employee has finished his probationary period. As of January 1 of each year, full-time employees who have finished their probationary period shall be granted twelve (12) days sick leave with pay per year.

2. Full-time employees on the payroll prior to July 1, 2002 shall continue to be granted sixteen (16) days sick leave with pay per year based on an accrual of 1.333 days per month. There shall be no accumulation of sick leave beyond December 31 of each year. All full-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.

3. Sick leave shall be fully available at the beginning of the year, but any cash-out of sick leave shall be based on the monthly accrual. Sick pay may be taken in increments of no less than one (1) hours.

4. Abuse of the sick leave privilege will constitute misconduct subject to disciplinary action. Abuse of sick leave privilege means using sick leave for purposes other than sickness, illness, or disability of the employee. Whether or not abuse has occurred shall be determined from all the circumstances of the case, including, but not limited to: use of sick leave when an appropriate doctor's note is necessary but not produced or unsupported; a discernible pattern of absences, such as the same day each week or each month; and occasions when the employee, although claiming illness, is seen under circumstances which are suspicious or questionable. Chronic abuse of sick leave may be used as a basis for disciplinary action up to and including dismissal. For purposes of determining the level of discipline for sick leave issues, an employee's personnel file will be reviewed and based on the number of disciplinary actions for similar infractions within the past 30 months.

ARTICLE XXI PERSONAL LEAVE

1. Employees may use up to four (4) days of accumulated Sick Leave as personal days per calendar year.

ARTICLE XXII BEREAVEMENT

1. Employees shall be paid for three (3) full workdays of bereavement/arrangement of affairs days in the event of the death of an employees'

   Spouse, Child, Parent, Step-Parent, Sibling, Step-Sibling, Grandparent, Grandchild, Aunt, Uncle, Daughter in law, Son in Law, Mother in Law, Father in Law, Brother in Law, and Sister in Law.

   Blood relative, guardian or ward living in the same household.

2. Under extenuating circumstances, two (2) additional paid bereavement days may be granted at the discretion of the Administrator.

3. Bereavement pay shall be paid only for absence of an employee on his/her regularly scheduled workdays.

4. If an employee is on vacation when a covered death occurs, the employee shall be permitted to charge up to the maximum number of allowed bereavement days. If an employee is unable to schedule the reinstated vacation days in the remaining vacation year such days shall be added to the next year's allowance.

5. Proof of the relationship of the employee to the deceased may be requested by the Administration before compensation for any absence associated with this benefit.

ARTICLE XXIII JURY DUTY

1. An employee shall be given time off without loss of regular straight time pay or annual leave when called to jury duty.

2. The employee will be paid by the County for the difference between their regular straight time earnings for the hours spent in such service and any compensation paid to the employee by a court, upon presentation of appropriate documentation of jury service and appearance before the court.

3. If such employee is scheduled for the 11:00 pm to 7:00 am shift and is required to report for jury duty on the day on which such shift ends, that employee will be excused from such shift and will receive pay therefore as provided herein.

ARTICLE XXIV CLOTHING ALLOWANCE

1. Each employee shall receive a clothing allowance of one hundred dollars ($100.) per calendar year for the purchase of clothing to be worn during duty.

2. Uniforms, shoes, and other professionally appearing apparel may be purchased with the allowance. Receipts shall be presented to the employee's immediate supervisor following the purchase.

3. Reimbursement will be once a year (December) after purchase receipts are given to the employee's supervisor and may be included in the employee's payroll check.

ARTICLE XXV EDUCATION REIMBURSEMENT

1. An employee may request reimbursement for the cost of tuition for job related courses not to exceed 90% of the tuition cost or $1,000.00 per course whichever is less.

2. In order to be eligible for reimbursement the following conditions must be met.

   a. Approval of the course, as "job related" must be sought and received prior to the beginning date of the class.
   b. Funds remain in the account available to bargaining unit members for course reimbursement.

   c. Employee has received a "C" grade shall be reimbursed at 70%. Employee has received a "B" grade shall be reimbursed at 80%. Employee has received an "A" grade shall be reimbursed at 90%.
3. Funds, in the amount of, four thousand dollars ($4000.), annually, will be provided for course reimbursements.

ARTICLE XXVI GENERAL POLICIES

1. The County will provide all general policies applicable to bargaining unit employees to the President of the Local.

ARTICLE XXVII BULLETIN BOARDS

1. The County agrees to provide space on it's bulletin boards in designated areas for the Union to use to convey information to the membership of official union business. The Union may also install one (1) locked bulletin board for their postings. All such notices shall bear the signature of an official of the Union and a copy of notices will be provided to the Administrator at the time of the posting.

ARTICLE XXVIII SEPARABILITY

1. In the event any provisions of this agreement in whole or in part is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this agreement shall continue to be binding upon the parties hereto.

ARTICLE XXIX EFFECT OF AGREEMENT

Effective with the date of the execution of this Agreement past practices relative to wages, hours, and working conditions of employees shall be null and void.

ARTICLE XXX TERMINATION AND RENEWAL

1. This Agreement shall be in force from July 1, 2009 until June 30, 2011.
2. Bargaining shall commence no later than August 1, 2010 for purposes of negotiating a successor Agreement. 8/11/09

ARTICLE XXXI SIGNATURES

IN WITNESS HERETO the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this

_____ day of _____ 2009.

For: HILLSBOROUGH COUNTY COMMISSIONERS

Toni Pappas

8/19/09

Date,

Carol H. Holden

Date 8/19/09

Michael Cheron

Date 8/19/9

By: LOCAL 1046C OF THE INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL/UFCW

Shari L. Tinkham

8/4/09

Date

Carol Turgeon

8-11-09

Date

BY INTERNATIONAL RESPRESENTATIVE OF THE CHEMICAL WORKERS UNION

Louis Mark Carstenuto

7/30/09

Date

ARTICLE XXX TERMINATION AND RENEWAL

1. This Agreement shall be in force from July 1, 2007 until June 30, 2009.
2. Bargaining shall commence no later than August 1, 2008 for purposes of negotiating a successor Agreement.

ARTICLE XXXI SIGNATURES

IN WITNESS HERETO the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this _____day of _____2009.

For: HILLSBOROUGH COUNTY COMMISSIONERS

_____ _____
Date

_____ _____
Date

_____ _____
Date

By: LOCAL 1046C OF THE INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL/UFCW

_____ _____
Date

_____ _____
Date

BY INTERNATIONAL RESPRESENTATIVE OF THE CHEMICAL WORKERS UNION

_____ _____
Date

SCHEDULE A
HILLSBOROUGH COUNTY NURSING HOME
PAY RANGES – CHEMICAL WORKERS
EFFECTIVE 7/1/09

GRADE 15
$15.49 - $27.18

Facilities Maintenance Supervisor

GRADE 20
$19.78 - $34.68

Activities Director

GRADE 22
$21.80 - $38.24

Clinical Behavior Therapist
Director, Social Services
Occupational Therapist
Registered Physical Therapist

GRADE 24
$24.05 - $42.15

Staff Development Coordinator
MDS Coordinator

GRADE 25
$25.26 - $44.25

Head Nurse
Nursing Supervisor

SCHEDULE B
HILLSBOROUGH COUNTY NURSING HOME
PAY RANGES – CHEMICAL WORKERS
EFFECTIVE 7/1/10

GRADE 15
$15.72 - $27.59

Facilities Maintenance Supervisor

GRADE 20
$20.08 - $35.20

Activities Director

GRADE 22
$22.13 - $38.81

Clinical Behavior Therapist
Director, Social Services
Occupational Therapist
Registered Physical Therapist

GRADE 24
$24.41 - $42.78

Staff Development Coordinator
MDS Coordinator

GRADE 25
$25.63 - $44.92

Head Nurse
Nursing Supervisor