

AGREEMENT BETWEEN

HILLSBOROUGH COUNTY COMMISSIONERS

AND

INTERNATIONAL CHEMICAL WORKERS UNION

COUNCIL/UFCW, LOCAL 1046C

NURSING HOME SUPERVISORY PERSONNEL

JULY 1, 2022 - JUNE 30, 2023

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
I	Agreement	4
II	Recognition and Exclusion	4
III	Non-Discrimination	5
IV	Disciplinary Proceedings	5
V	Grievance Procedure	6
VI	No Strike – No Lock Out	7
VII	Probationary Period	8
VIII	Seniority and Length of Service	8
IX	Layoff Recall and Bumping	9
X	Payroll Deduction	9
XI	Stewards Duties and Responsibilities	10
XII	Hours of Work & Overtime	10
XIII	Wages	11
XIV	Shift and Weekend Differentials	12
XV	Payroll Periods	12
XVI	Meal Payments	12
XVII	Insurance	12
XVIII	Holidays	13
XIX	Vacations	14
XX	Sick Leave	15
XXI	Personal Leave	16
XXII	Bereavement	16

XXIII	Jury Duty	17
XXIV	Clothing Allowance	17
XXV	Employee Improvement	18
XXVI	General Policies	18
XXVII	Bulletin Boards	19
XXVIII	Separability	19
XXIX	Effect of Agreement	19
XXX	Termination and renewal	19
	Signatures	20
	Appendix A – Wage Ranges 7/1/2022	21

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/UFCM and its Local 1046C (or its Successor), hereinafter referred to 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, 2022.

There is no retroactivity between this Agreement, including but not limited to its provisions concerning wages and in relation to the Parties' immediately preceding expired Agreement of July 1, 2020 to June 30, 2022

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

\*The identification of positions as exempt or non-exempt is for informational purposes and does not in any way preclude the County from establishing classifications or new positions or changing classifications to reflect changes in duties.

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. **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.

The County will provide the bargaining unit, via a unit mailbox, a copy of all job postings within the bargaining unit and a list of bargaining unit applicants upon removal of the posting.

5. 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.
6. All licensed nurse positions in this Agreement will be included in the weekend nursing supervision and on-call rotation.

### 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.
3. Employees who are absent and have not notified their supervisor for more than three (3) consecutive scheduled working days, except when the administration deems extenuating circumstances exists, shall be deemed to have quit.
4. Employees who are absent from work for more than five (5) consecutive scheduled workdays and have not initiated paperwork with Human Resources for a leave of absence for that period or have not presented justifiable evidence during the five (5) day period showing why they were unable to report shall be deemed to have quit.
5. Any employee establishing a questionable pattern or excessive pattern of sick leave usage will be required to meet with the employer and Union to resolve the matter. Excessive absenteeism will constitute misconduct subject to disciplinary action. Unscheduled absence occurrences are considered for the determination of "excessive absenteeism".
  - a. Definitions:
    - i. Unscheduled Absence: Unplanned absence and/or absence from facility without direct supervisor's/designee's approval. The presence, or lack thereof, of a doctor's note is not considered for the purposes of this definition. Likewise.

absences due to an approved FMLA or Leave of Absence are not considered to be “unscheduled absences”.

- ii. Occurrence: A period of consecutively scheduled work days. For example: Employee A is scheduled to work Monday, Tuesday and Wednesday but is out of work due to illness on Monday & Tuesday. This would be considered one (1) occurrence. Employee B is scheduled to work Monday, Tuesday and Wednesday but is out of work due to illness on Monday, works Tuesday, and then is out again on Wednesday. This would be considered two (2) occurrences.
- iii. Excessive Absenteeism: 6 or more unscheduled occurrences in a rolling 12-month period.

## ARTICLE V

## GRIEVANCE PROCEDURES

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 or reasonably should have known of the alleged misapplication or misinterpretation of the agreement. The following is the procedure for the handling of grievances.
2. Prior to filing the written grievance within the ten (10) business day deadline set forth above, the employee involved (or the steward in the event of a Union grievance) shall first discuss the grievance with the supervisor of the department where the dispute or disagreement arises. The employee or steward may elect to have a local union official present at this meeting. The supervisor shall render a decision within two (2) business days.
3. 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 of this Step I meeting.

If the Union is not satisfied with the answer provided by the Administrator it may, at its options, 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.

4. 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.
5. Step III – If the Union is not satisfied with the County Commissioner’s 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 fifteen (15) business days of the sending of notice to the Commissioners.

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) 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.

6. 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.
7. 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.
8. Time limits as cited within the grievance procedure may be mutually waived, in writing, by the parties.
9. 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 the 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 1 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 concern 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) days or nine hundred sixty (960) hours actually worked (absences shall not be counted) 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 Paid Leave 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 the bargaining unit, who have already satisfied a required probationary period, 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 sixty (60) calendar days, which may be extended to ninety (90) calendar days by mutual agreement. Such persons shall be eligible for Union membership and benefits under this agreement 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.
- 3.

## 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 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. Absences 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 the 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 will identify Stewards on the Union Bulletin Board.
2. 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.
3. 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 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 non-exempt employees as identified in Article II shall utilize the time clock to record working hours. Exempt employees shall file time cards supplied by the County.
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 paid 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. Actual hours worked,

including paid lunch and break periods, are considered as worked for the purpose of overtime calculation.

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:

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

3. Employees hired or promoted shall be placed in the applicable range commensurate with their applicable education, training, and experience.
4. There will be a one-time base wage adjustment of three percent (3%) for only employees in the bargaining unit in Grades 15, 20, 22 and 24 on the County's payroll as of the first pay day of the pay period first commencing following the parties' execution of this Agreement or July 1, 2022, whichever is later.
5. There will be a one-time base wage adjustment of four dollars (\$4.00) per hour for only employees in the bargaining unit in Grade 25 on the County's payroll as of the first pay day of the pay period first commencing following the parties' execution of this Agreement, or July 1, 2022, whichever is later. This is the only base wage adjustment for employees in the bargaining unit Grade 25. Employees in the bargaining unit Grade 25 shall not receive any other base wage adjustment and/or performance increase under this agreement.
6. Performance increases will be granted for only employees in the bargaining unit in Grades 15, 20, 22 and 24 during the contract year, in the amount of three percent (3%) of the employee's base wage 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 non-exempt employees working during the 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 7/1/08)	\$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. 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.
2. Health Insurance: The County shall contribute seventy-seven and one-half percent (77.5%) of the cost of the annual premium of the HMO MID plan or a comparable plan thereto but in no event shall the County's financial contribution for any health and prescription plan be greater than seventy-seven and one-half percent of the premium set for the HMO MID plan or a comparable plan thereto.
3. Vision Insurance: The County shall contribute seventy-seven and one-half percent (77.5%) of the annual premium for the standard, base option / Option 1 plan but in no event shall the County's financial contribution for any plan be greater than seventy-seven and one-half percent (77.5%) of the premium set for the standard, base option or Option 1 plan or a comparable plan thereto.

4. Dental Insurance: The County shall contribute seventy-seven and one-half percent (77.5%) of the annual premium for the standard, base option / Option 1 plan but in no event shall the County's financial contribution for any plan be greater than seventy-seven and one-half percent (77.5%) of the premium set for the standard, base option, Option 1 plan or a comparable plan thereto.
5. The Parties agree that if during the term of this Agreement implementation of any provision of the so called Patient Protection and Affordable Care Act has a negative financial impact on the County it may request that the provisions of Article XVII – Insurance and such other articles as may be appropriate be reopened for further discussions.
6. Disability Insurance – Benefit capped at \$600.00 per week.
7. Life Insurance – current benefit.

ARTICLE XVIII

HOLIDAYS

1. The following shall be recognized as paid holidays:

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

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 Columbus Day or an Employee's birthday may be taken as a holiday. Individuals who choose the Employee Birthday may take the holiday on a day other than the birthday upon the Department Head's approval. The Department Head's determination shall not be subject to the grievance procedure.
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:

For hourly paid personnel, a regular day's pay at the employee's base rate per hour for all hours worked at the employees applicable classification rate including shift differential

Salaried exempt personnel required to work any of the above holidays shall be compensated with a day paid time off within 30 calendar days following the holiday scheduled with Department Head approval. .

6. For employee who 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.
7. In the event no one volunteers to work a given holiday, it will be rotated among the employees who are on the roster for weekend rotation. The holiday rotation is established by seniority with the least seniority at the top of the list.
8. In lieu of holiday pay on the actual holiday, employees may upon request and with the approval of the Nursing Home Administrator or his/her designee, be granted another day off within 30 calendar days following the holiday.

## 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. Upon successful completion of the probationary period newly hired full-time employees will receive one (1) week (5 work days) of vacation time. Vacation time granted during this first year of employment is not eligible for payout in the event that the employee leaves employment prior to the the one year anniversary date of hire. Upon completion of the one year anniversary date of hire any remaining unused vacation time **from this initial period** will carry over for one year only. One (1) additional week (five work days) will be granted upon the completion of twelve (12) months continuous employment.
3. Full-time employees shall be entitled to paid vacations subject to the following:
  - Two (2) weeks (80 hours) upon the completion of two (2) years continuous employment;
  - Three (3) weeks (120 hours) upon the completion of four (4) years continuous employment;

- Four (4) weeks (160 hours) upon the completion of ten (10) years continuous employment;
- \*Five (5) weeks (200 hours) upon the completion of fifteen (15) years continuous employment.

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

4. Vacation time will not be cumulative and any available vacation time remaining unused as of the employee's anniversary date, with the exception of the first year of employment as noted above is section 2, is forfeited.
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.  
. 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 within the same benefit period.
6. 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. Employees hired after June 30, 2022 shall begin Sick time accrual on the 1<sup>st</sup> of the month following the completion of the probationary period. However, if the probationary period is completed by the 15<sup>th</sup> of the month, the accrual shall begin on the 1<sup>st</sup> of the month that the probationary period is completed.
2. Effective January 1 of each year, full time employees who have completed their probationary period shall be granted twelve (12) days sick leave with pay per year based on an accrual of one (1) day per month.
3. 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.
4. There shall be no accumulation of sick leave beyond December 31 of each year.
5. All full-time employees hired prior to July 1, 2022 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.
6. All full-time employees hired after June 30, 2022 who have unused sick days at the end of the calendar year shall be reimbursed at that rate of 100% of up to five (5) days of unused sick leave during the next month following.
7. Sick leave for employees who have completed their probationary period 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) hour.

8. When three (3) or more sick days are used consecutively, time out must be supported by a doctor's note prior to returning to work and in order to collect sick leave pay.
9. Any employee establishing a questionable pattern or excessive pattern of sick leave usage will be required to meet with the employer and the Union to resolve the matter. Excessive absenteeism will constitute misconduct subject to disciplinary action. Unscheduled absence occurrences are considered for the determination of "excessive absenteeism".
  - a. Definitions:
    - i. **Unscheduled Absence:** Unplanned absence and/or absence from facility without direct supervisor's/designee's approval. The presence, or lack thereof, of a doctor's note is not considered for the purposes of this definition. Likewise, absences due to an approved FMLA or Leave of Absence are not considered to be "unscheduled absences".
    - ii. **Occurrence:** A period of consecutively scheduled work days. For example: Employee A is scheduled to work Monday, Tuesday and Wednesday but is out of work due to illness on Monday & Tuesday. This would be considered one(1) occurrence. Employee B is scheduled to work Monday, Tuesday and Wednesday but is out of work due to illness on Monday, works Tuesday, and then is out again on Wednesday. This would be considered two (2) occurrences.
    - iii. **Excessive Absenteeism:** 6 or more unscheduled occurrences in a rolling 12-month period.
  - b. Unscheduled absences in excess of one (1) shift during a scheduled weekend shift will be required to be "made up" on another weekend within four (4) weeks, as scheduled by the Administrator or designee.
  - c. For purposes of calculating progressive disciplinary action solely in response to excessive absenteeism, if no further occurrences of unscheduled absences occur for a period of any three (3) consecutive months the most recent disciplinary action will be discounted by 1 step.

ARTICLE XXI

PERSONAL LEAVE

1. Employees may use up to five (5) 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 between the date of death and date of services in the event of the death of an employees' Spouse, Child, Step-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, Sister in Law.

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



2. With Administrator approval the benefit days may be utilized outside the date of service.
3. Under extenuating circumstances, two (2) additional paid bereavement days may be granted at the discretion of the Administrator.
4. Bereavement pay shall be paid only for absence of an employee on his/her regularly scheduled workdays.
5. 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.
6. 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 after purchase receipts are given to the employee's supervisor and may be included in the employee's payroll check.

ARTICLE XXV

EMPLOYEE IMPROVEMENT

1. TUITION REIMBURSEMENT

- i. A full-time permanent employee covered by this Agreement and approval for reimbursed as provided for in section iv 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.
  - c. The employee has received a "C" grade or better.
- ii. The total reimbursement to all employees shall not exceed \$2,000 in any fiscal year.
- iii. 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 i.e. Any surplus remaining at the end of a fiscal year in the \$2,000 appropriation will be paid to those employees up to 70% of their cost. In the event there is not adequate funds to fully reimburse, the balance will be prorated.
- iv. It is agreed that the Administrator has the sole right to decide upon and select the number of applicants to be allowed to pursue courses as above.

2. SPECIALTY CERTIFICATION

- i. A full-time permanent employee covered by this Agreement and approval for reimbursed as provided for in section iv shall, upon presentation of hi/her transcript and bursar's receipt, be reimbursed in a lump sum for the cost of tuition for certification courses taken provided:
  - a. The certification program is of a content related to his/her occupation in the Nursing Home.
  - b. The employee achieves the Certification.
- ii. The total reimbursement to all employees shall not exceed \$3,000 in any fiscal year.
- iii. Date of approval of assistance will be the beginning date of the program. 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 the current fiscal year. Any surplus remaining at the end of a fiscal year in the \$3,000 appropriation will be paid to those employees on a prorated basis up to the cost of the course
- iv. It is agreed that the Administrator has the sole right to decide upon and select the number of applicants to be allowed to pursue courses as above.

ARTICLE XXVI

GENERAL POLICIES

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

ARTICLE XXVII

BULLETIN BOARDS

1. The County agrees to provide space on its 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 posting.

ARTICLE XXVIII

SEPARABILITY/ENTIRE AGREEMENT

1. In the event any provision 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.
2. This Agreement represents the entire Agreement between the County and the Union, and supersedes any and all prior oral and written agreements and past practices between the County and the Union. No variations or modifications of this Agreement shall be deemed valid unless reduced to writing and signed by the County and the Union.

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, 2022 until June 30, 2023.

ARTICLE XXXI

SIGNATURES

IN WITNESS HERETO the parties have hereunto set their hands and seals by their duly authorized officers and representatives, this 29<sup>th</sup> day of June 2022.

For: HILLSBOROUGH COUNTY COMMISSIONERS

Joni Pappas

6-29-22  
Date

[Signature]

6-29-22  
Date

[Signature]

7-13-22  
Date

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

\* Kenny Arbutnot

May 25, 2022  
Date

[Signature]

5-25-22  
Date

[Signature]

7-13-22  
Date

BY INTERNATIONAL REPRESENTATIVE OF THE CHEMICAL WORKERS UNION

Eugen Wint

May 6 2022  
Date

SCHEDULE A  
HILLSBOROUGH COUNTY NURSING HOME  
PAY RANGES – CHEMICAL WORKERS

Grades 15, 20, 22 and 24 only: 3% base wage adjustment and Performance increase of 3% on the employee’s anniversary pursuant to Article XIII.

Grade 25 only : a \$4.00 per hour base wage adjustment pursuant to Article XIII. No other base wage adjustments and no Performance increase on the employee’s anniversary.

<b>Grade</b>	<b>Min</b>	<b>Max</b>	<b>Positions</b>
Grade 15	\$16.72	\$30.50	Facilities Maintenance Supervisor
Grade 20	\$21.18	\$38.92	Activities Director
Grade 22	\$23.29	\$42.91	Clinical Behavior Therapist Director, Social Services
Grade 24	\$25.63	\$47.30	Occupational Therapist Registered Physical Therapist
Grade 25	\$26.88	\$50.85	Head Nurse MDS Coordinator Nursing Supervisor Staff Development Coordinator