

Collective Bargaining Agreement

Between

The Town of Nantucket/Our Island Home

&

1199SEIU United Healthcare Workers East

July 1, 2023 – June 30, 2026

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## **AGREEMENT**

THIS AGREEMENT entered into by the Town of Nantucket covering its Employees at the OUR ISLAND HOME, hereinafter referred to as “the Employer”, and the 1199 SEIU United Healthcare Workers East, with its principal offices at 498 7<sup>th</sup> Avenue, New York, New York, 10018, hereinafter referred to as “the Union”, has as its purposes the promotion of harmonious relations between the Employer and the Union, the promotion of dignity and respect for each other and the patients served at Our Island Home, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

### **ARTICLE 1 – UNION RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all Employees of the “OUR ISLAND HOME”, Town of Nantucket, covered by this Agreement, as certified by the Labor Relations Commission, MCR-1102 and excluding food service supervisor, office, clerical, supervisory, professional employees, and ACDC (Adult Community Day Care) assistants.

1.2 The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining on behalf of those Employees covered by this Agreement.

### **ARTICLE 2 – UNION SECURITY**

2.1 All present regular and regular part-time Employees covered by this Agreement, may, as a condition of employment, become and remain members of the Union in good standing on and after July 1, 1989. Floater Employees shall be exempt from this Article.

2.2 Each Employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning ninety (90) days following the commencement of their employment, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by Employees who are members of the Union. Employees who fail to comply with this requirement shall be dismissed by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

### **ARTICLE 3 – NON-DISCRIMINATION**

3.1 There shall be no discrimination by the Employer against any Employee because of their membership or non-membership in the Union.

3.2 The Employer and the Union agree not to discriminate against any individual, pursuant to GL c 151B section 4 with respect to hiring, compensation, and other terms, conditions and privileges of employment because of such individual's race, color, religious creed, national origin, age, sex, disability, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, pregnancy or a condition related to said pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, ancestry, status as a veteran, marital status or political affiliation.

## **ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE**

**4.1** GRIEVANCE PROCEDURE. All references in this Article to “working days” shall mean Monday through Friday. All grievances must contain a reference to the Article(s) and Section(s) in the Agreement which the Union or Employee feels have been violated, as well as short summary of the nature of the grievance.

Step 1. A written grievance shall be presented in person or confirmation of electronic receipt required to the Department Head (in accordance with this Agreement, Department Head shall mean the Administrator) within ten (10) working days after the incident out of which the grievance or complaint arises. The Department Head, or designee, shall meet with the grievant and their representative and respond to the grievant in writing within ten (10) working days.

Step 2. If a satisfactory agreement cannot be reached at Step 1, the written grievance and a summary of the Union’s position shall be submitted to the Town Manager within ten (10) working days. The Town Manager will meet with the grievant and their representative and shall provide a written answer within fourteen (14) working days of the submission of the written grievance at this Step 2.

Step 3. If a satisfactory agreement cannot be reached at Step 2, the written grievance and summary of the Union’s position shall be submitted to the Select Board within ten (10) working days. The Select Board shall provide a written answer within fourteen (14) working days of the submission of the written grievance at this Step 3.

Grievances within the meaning of the Grievance Procedure shall consist of application of the numbered Articles of this Agreement, leaves of absence, disciplinary actions, seniority, and layoffs.

A failure to respond shall constitute a denial of the grievance. No grievance shall be put into abeyance without first an end date, mutually agreeable to both parties, being agreed upon.

In the event of any failure to comply with the provisions of this Article, grievance shall be dismissed and shall not be valid under this Grievance Procedure.

### **4.2** ARBITRATION PROCEDURE.

(a) Grievances remaining unsettled after having been fully processed pursuant to all of the provisions of the Grievance Procedure (Section 4.1) inclusive, shall be submitted to a single arbitrator; chosen by mutual agreement between the Employer and the Union, from the list of the Labor Relations Connection or American Arbitration Association, and the matter shall be arbitrated in accordance with the rules of the American Arbitration Association. Matter shall be submitted for adjudication under this Article, upon the request of the Union, the Employer, or both, but not by an individual Employee or group of Employees, provided such request is made within twenty (20) working days after decision of the Employer or the Union has been given to the other party. The Employer shall have equal rights with the Union to initiate arbitration procedures under the Agreement and may refer to arbitration any controversy which divides the parties. The cost of the Arbitrator and cost of the submission fees shall be borne equally by the Employer and the Union.

- (b) The decision of the arbitrator shall be final and binding upon both parties; however, the Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement.

## **ARTICLE 5 – SENIORITY**

**5.1 TRIAL PERIOD.** All new Employees shall be hired on a ninety (90) work day Trial Period, and shall work under the provisions of this Agreement, within which time they may be dismissed by the Employer without recourse by the Union.

**5.2** Seniority shall be by most recent date of hire.

**5.3** Where licenses, ability and qualifications are equal, seniority shall prevail and shall govern in the case of work available and reduction of the number of Employees within a given classification, and in recalling to work of regular and regular part-time Employees within a given classification, previously laid off. However, regular part-time Employees shall hold seniority only relative to the other regular part-time Employees.

In the event a reduction in force becomes necessary, the order of such reduction shall be volunteers first, and then reverse seniority, using bargaining unit seniority within the classification. Health and other insurance benefits will continue after layoff to the extent of current Town of Nantucket practice.

**5.4 BUMPING.** Regular full time and part time Employees designated for layoff may bump Employees who have not been laid off provided they have more seniority than the Employee occupying the position and that they meet the qualifications of the new position.

- a) Employees who will be laid off, and the Union, will receive notice twenty-one (21) days prior to the effective date of the layoff as practicable.
- b) Prior to the layoff date, remaining positions will be posted with seniority dates of the Employees in those remaining positions.
- c) Employees who are laid off initially will notify the Employer of their choice to bump, fill an available or posted vacancy, or take the layoff at least ten (10) days prior to the last scheduled day of work.
- d) After the initial group of Employees to be laid off have completed the bumping process or opted to leave employment, an Employee bumped per this procedure will receive notice that they have been bumped and will then have five (5) days to bump to a different position if one is available.
- e) Employees who meet the qualifications and bump into a new position will be paid at their current step in the new position.

**5.5 RECALL.** In the event that an Employee is laid off, they shall be placed on a recall list for twelve (12) months. If a position becomes available within their classification, the Employer will forward notice of recall by certified mail to the last known address of the Employee, as reflected in the Employer's personnel records. The Employee must, within forty-eight (48) hours of delivery of the notice of recall, notify the Employer of their intent to return to work on the date specified for recall. Thereafter, the Employee will have up to two (2) weeks

to return. Failure to notify the Employer of intent to return to work will result in removal from the recall list and they will be considered terminated from employment.

- (a) Employees on the recall list shall be notified of available vacant positions while they are on layoff and shall by seniority have a right of first refusal to such vacant positions that they qualify for.
- (b) If, as a result of the layoff procedures referenced above, an Employee is in a new position because of a bid or a bump, they shall maintain recall rights to their former position for twelve (12) months. The Employer will, in writing, contact any bidding Employee if they wish to maintain those rights, and if not, the Employee will be required to sign off on their recall rights.
- (c) Time spent on an involuntary layoff up to and including the twelfth (12<sup>th</sup>) month will be counted toward seniority. Time spent on involuntary layoff will not count toward longevity calculations, salary advancement, or benefit accruals of personal, sick, and vacation time.
- (d) Employees who are recalled into a new position will be paid at the step they were on at the time of lay off.
- (e) Employees on an active recall list may accept a per diem position at Our Island Home during the twelve (12)-month period for which they are on recall without impacting their placement on the recall list for employment.

## **ARTICLE 6 – JOB OPENINGS**

6.1 Job openings shall be posted for five (5) days. Where licenses, ability and qualifications are equal, the Employer shall select the most senior qualified bidder. If no bidder is qualified to perform the job, the Employer may fill the position from outside the bargaining unit. Employees may grieve if dissatisfied with the Employer's decision.

6.2 Salary Adjustments for Transfer and Promotion. When an Employee is promoted or transfers to another position that results in a salary adjustment or reclassification, the date of reclassification which changes their salary or rate of pay is now the established date that is used for future salary adjustments (step adjustments if applicable).

- (a) In the event that an Employee will transfer to a position of equivalent classification on the “Wage Schedule”, the Employee will remain at the same step.
- (b) When an Employee is promoted to a job with a higher rate of pay, they shall enter it at the step which assures them at least a five (5%) increase in the salary. However, they shall not exceed the maximum rate for the job.

## **ARTICLE 7 – HOURS OF WORK**

7.1 The Our Island Home Nursing Home Operation shall be a seven (7) day per week, twenty-four (24) hours per day operation.

7.2 The Work Week for Employees covered by this Agreement shall be Monday through Sunday, inclusive.

- (a) REGULAR FULL-TIME EMPLOYEES shall work five (5) eight (8) hour days.
- (b) REGULAR PART-TIME EMPLOYEES shall continue, as they have in the past, to work twenty (20) hours during the week.

- (c) PER DIEM EMPLOYEES are not a regular full-time or part-time Employee and do not have a regularly scheduled commitment.
1. Per Diem Employees are eligible for an hourly wage and shall not be paid more than the established Step 1 of a full-time or part-time Employee in the same position classification as set forth in Article 25 – Wages of this Agreement and will receive no benefits. Per Diem hourly wage will be reviewed periodically by the Employer and may be adjusted from time to time.
  2. Per Diem Employees may be hired and used on a daily basis in order to cover scheduled openings that arise such as illness, emergencies, vacations, holidays, and approved leaves of absence.
  3. Per Diem Employees will be used to fill the schedule when permanent full-time or part-time Employees are not available in order to maintain continuity of patient care. They will not be utilized to replace a permanent full-time or part-time Employee or to reduce the non-overtime regularly scheduled hours of a full-time or part-time Employee.
  4. Per Diem Employees shall not accrue any years of service credit for any period that they work.
  5. Per Diem Employees shall not be entitled to any other benefits as provided to Regular Full-time and Regular Part-time Employees covered under this Agreement.

7.3 In the event of emergencies, adverse climatic conditions, Acts of God, etc., the Employer shall have the right to extend the work hours per day, or per week. No Employee shall refuse to work under this paragraph.

7.4 Excluding Cooks, Diet Aides and Maintenance Employees, there shall be a schedule of THREE (3) SHIFTS: 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. It is clearly understood, setting forth Shift Schedules herein, shall not restrict the Employer from changing or altering the above shift schedules as it deems necessary.

7.5 Diet Aides and Cooks Schedules shall be as agreed to between the Administrator and the Union, which has been duly signed by both parties and posted.

7.6 Schedules are to be posted no more than four (4) weeks in advance but no less than two (2) weeks of the week for which the schedule is in effect. Once schedules have been posted, they shall not be changed except by mutual agreement, or in an emergency.

(a) No Employee shall be allowed to switch scheduled work days without the approval of their Supervisor. Any such days allowed shall not create unfilled shifts requiring overtime to fill.

7.7 Employees reasonably late because of adverse climatic conditions as declared by the Town will be paid for all hours required of them for that shift.

7.8 Employees may not leave premises while on the time clock without the permission of their department head.

(a) When leaving premises for any reason other than Our Island Home business, Employees must clock out. This time shall be considered off duty such that time spent

off duty, off premises will not be provided as paid hours worked except when an Employee has been given permission to leave the premises to use their paid break period as provided in Article 12.

## **ARTICLE 8 – OVERTIME**

8.1 All time worked in excess of forty (40) hours in one (1) week shall be paid for at the rate of time and one-half (1½) the Employee's regular straight time hourly rate of pay (Article 25).

8.2 Any Employee who completes a full shift and has agreed to cover for another shift that day, providing the break between the two (2) shifts does not exceed one (1) hour, shall be kept on the clock without deduction of the time one (1) shift ends and the second (2<sup>nd</sup>) shift to be covered begins.

8.3 **RECALL BACK TO WORK.** Any Employee recalled back to work on the same day after having completed their assigned work day (excluding here from staggered shift Employees and Employees under Section 8.2, and further provided, Employee has left the place of employment, and recall is before their next regular shift starting time), shall be paid at the rate of time and one-half (1½) for all hours worked on recall. Recall shall be a guarantee of a minimum of two (2) hours.

8.4 Overtime shall be divided as equally as possible amongst regular and regular part-time Employees, within the particular shift and classification.

8.5 Time and one-half (1½) shall be paid for all time worked in excess of eight (8) hours in a day or in excess of eight (8) consecutive hours.

8.6 Any Employee recalled back to work on their day off shall be guaranteed not less than two (2) hours work or pay at the regular straight time hourly rate of pay (Section 25.1). Employees must be notified as to how many hours will be involved in the recall, except in case of emergency situations. Employee retains the right to refuse recall on a day off, unless the Home is under an emergency status.

8.7 There will be no pyramiding or duplication of overtime.

## **ARTICLE 9 – UNION REPRESENTATIVE**

9.1 Any delegate selected shall be a regular or regular part-time Employee of the Employer. The Union shall immediately notify the Employer in writing of the selected delegate and its officers.

9.2 Inasmuch as the Our Island Home is a facility for the care of patients, no Union representative shall enter upon the premises unless receiving prior permission which shall not be unreasonably withheld, from the Employer or its representative. In any event, no Union representative shall in any way create a disturbance in the working schedules within the Our Island Home; nor shall any Union matters or grievances be voiced within hearing of the patients. Tranquility must prevail at all times within the Our Island Home.

## **ARTICLE 10 – HOLIDAYS**

10.1 (a) The following shall be recognized as paid holidays for regular Employees and regular



part-time Employees, providing said Employee works the regularly scheduled work day before and the regularly scheduled work day after the Holiday.

NEW YEAR'S DAY  
MARTIN LUTHER KING DAY  
PRESIDENTS' DAY  
PATRIOTS DAY  
MEMORIAL DAY  
JUNETEENTH

INDEPENDENCE DAY  
LABOR DAY  
INDIGENOUS PEOPLES' DAY  
VETERANS DAY  
THANKSGIVING DAY  
CHRISTMAS DAY

(b) Employees shall be entitled to two (2) personal days per year. Personal days shall be used at the Employee's discretion. Employees will endeavor to provide two (2) weeks' notice whenever possible regarding the use of personal days. Personal days shall not be used to cover unpaid time without the Employee's permission except when the Employee is on FMLA. Personal days will not be carried from one year to another. It is the Employee's responsibility to track use of their personal days.

10.2 In addition to the Holidays in Section 10.1(a), regular and regular part-time Employees only shall be paid one (1) holiday to be used between November 1<sup>st</sup> and the following April 1<sup>st</sup> of each year. Schedule permitting, an Employee may take this holiday as two (2) half (½) days with Department Head or designee approval. Such approval will not be unreasonably denied.

Whenever possible, the Administrator shall try to give the regular and regular part-time Employees one-half (½) day off, in addition to the Holiday Pay. Said half (½)-day off may be granted as near to the Holiday as schedule permits, but does not have to be the day or week before the Holiday.

Regular and regular part-time Employees only shall be paid for one (1) holiday to be used between December 15<sup>th</sup> and the following April 1<sup>st</sup> of each year.

10.3 To be entitled to Holiday Pay for the above holidays, all qualifying Employees must have completed the ninety (90) day Trial Period (Section 5.1).

10.4 Regular and regular part-time Employees, shall be entitled to Holiday Pay for eight (8) hours, or the number of daily hours actually being worked, whichever is applicable, at the regular straight time hourly rate of pay providing said Employee works the regularly scheduled work day before and the regularly scheduled work day after the Holiday or their absence on such days is due to illness and they present a doctor's note. Employees who are scheduled to work on a holiday and do not do so are not entitled to holiday pay.

10.5 Employees who work on the holiday shall, in addition to their holiday pay, be paid for all hours worked at time and one half (1½) their regular straight time hourly rate of pay. (Article 25).

10.6 Employees who take their vacation during a week in which a paid holiday falls, shall be paid their Holiday Pay in addition to their vacation pay.

10.7 If a Holiday occurs during vacation leave, an alternative day may be taken.

10.8 Holiday Pay, where no work is performed, shall not be included in the accumulated hours per week.

## ARTICLE 11 – VACATIONS

11.1 Vacation shall be taken as follows:

Vacation leave earned shall be computed from the date of employment with the Employer. However, an Employee shall not be entitled to vacation leave until the completion of the first six (6) months of service.

Employees shall not incur negative vacation time balances except as provided in Section 11.2 below.

11.2 All permanent Employees shall be entitled to vacation each year on the following basis:

<u>Length of Service</u>	<u>Vacation Allowance</u>
Date of hire, but less than 6 months	0 work days
After 6 months, but less than 1 year	5 work days at .833 days accrued per month
After 1 year, but less than 5 years	10 work days at .833 days accrued per month
After 5 years, but less than 10 years	15 work days at 1.25 days accrued per month
After 10 years, but less than 15 years	22 work days at 1.83 days accrued per month
After 15 years	25 work days at 2.08 days accrued per month

Vacation time may be used in advance of accrual with approval by the Department Head. However, if vacation time is used in advance and the Employee leaves employment prior to the actual accrual of amount used, the Employee will be subject to reimbursing back to the Town of Nantucket time used in excess of actual accrual amount.

11.3 Permanent part-time Employees shall receive vacation pay on a pro-rated basis, based on number of hours scheduled each work week.

11.4

(a) Vacations shall be granted by the Department Head at such time as in their opinion will cause the least interference with the performance of the regular work of the Department. Beginning July 1, 2022, vacation time cannot accumulate beyond one and one-half (1.5) times the Employee's yearly vacation allowance. When the amount of vacation time accumulated is one and one-half (1.5) times the Employee's yearly vacation allowance (the cap is reached), additional vacation accruals will cease until the Employee's accrued leave is below the established cap.

(b) Vacation hours for all Employees will be accrued monthly commencing on January 1, 2021 pursuant to Article 11.2.

(c) Effective July 1, 2022 an Employee may only hold, at any given time, one and one-half (1.5) times their annual vacation allowance pursuant to Article 11.2.

11.5 So far as practical, first choice of vacation dates shall be on the basis of length of employment with the Town.

11.6 When an Employee leaves the employ of the Town, they shall be paid for all unused

vacation accrued to the last day worked. In the event of the death of an Employee, any accumulated vacation pay shall be paid to their estate.

11.7 In unusual situations, absences due to personal reasons, or illness in excess of the amount authorized by the sick leave plan, may be charged to vacation leave.

11.8 Per Diems shall not accrue years of service for vacation credit during any period they work.

11.9 Employees shall be paid their vacation pay when they start on their vacation, if such payment is requested in writing at the time of vacation request.

11.10 An Employee who is unable to report at the beginning of their shift solely because the public boat and airline services are not operating shall be entitled to use accrued vacation days, provided the Department Head is notified prior to the start of the shift.

11.11 If, while on vacation, an Employee or member of Employee's family covered by sick leave provision sustains a condition under which sick leave would have been taken had the Employee been scheduled to work, then vacation time may be deferred and replaced with sick time if a doctor's note is submitted upon the first (1<sup>st</sup>) work day following return from vacation.

11.12 An Employee who is called in to work during a previously approved vacation day(s) will have the choice of either being paid for the day at their regular rate of pay, in addition to being paid for the vacation day OR being paid for the day(s) and using the displaced vacation day at some other mutually agreed upon time.

## **ARTICLE 12 – MEAL PERIOD**

12.1 Regular and regular part-time Employees shall be granted a meal period of one-half (½) hour on the shift which they work.

12.2 Regular and regular part-time Employee shall be granted two (2) fifteen (15) minute coffee breaks per eight (8)-hour shift. Time of coffee break is at the discretion of the department head.

## **ARTICLE 13 – SICK LEAVE, SICK LEAVE BANK**

### 13.1 SICK LEAVE.

- (a) All regular full-time Employees covered by this Agreement shall earn one and one-quarter (1¼) day's sick leave per each month worked (including vacation weeks), but not to exceed fifteen (15) days per year.
- (b) If the fifteen (15) days earned sick leave is not used in any particular year, it shall be allowed to accumulate to a maximum of one hundred fifty (150) days. Only regular working days shall be counted in computing sick leave.
- (c) Employees must call in a minimum of two (2) hours before start of shift for which they are reporting sick or they will not be paid sick pay for that day.
- (d) Employees who are absent because of sickness or accident for a period of more than three (3) days shall be required to present a doctor's certificate to the Employer or its representative, stating the reason and the period of time the

Employee will be absent from work. Verified abuse of sick leave shall be cause for discipline by the Employer.

- (e) Regular and regular part-time Employees to be entitled to sick leave must have completed their Ninety (90) Day Trial Period (Section 5.1).
- (f) Regular part-time Employees (Section 7.2(b)) shall be entitled to sick leave on a pro-rated basis as they have in the past. No Floater or non-regular Employee shall be entitled to sick leave under this Article.
- (g) Sick leave is not to be construed by an Employee, or by the Employer as a subterfuge for time off, nor shall it apply in the case of any sickness or accident caused by the overindulgence of alcohol, or narcotics, or by the Employee's misconduct, except in case of absence due to rehabilitation or treatment for the above.
- (h) Sick leave shall be paid at the Employee's current hourly rate.
- (i) A permanent Employee, in full-time or regular part-time employment, after having completed the ninety (90) day probationary period, shall be entitled to two (2) personal days per anniversary year. Such days shall not be accrued from year to year.
- (j) Employees shall be paid fifty percent (50%) of their unused accumulated sick leave upon retirement provided the Employee has a minimum of ten (10) years of service and retires in accordance with the requirements of the Barnstable County Retirement Board.
- (k) Employees may use sick leave to attend medical appointments off island, subject to verification acceptable to the Employer.
- (l) Employees may use sick leave to care for a sick child, parent or spouse, in cases of a bona fide illness. Employees absent for such reason for more than three (3) days may be required to present a doctor's certificate to the Employer.

### 13.2 SICK LEAVE BANK.

- (a) In the event of an extended illness of a regular or regular part-time Employee, an additional source of aid shall be provided by the establishment of a General Sick Leave Bank. General Sick Leave Bank will be used to provide for additional days beyond those accumulated by the regular or regular part-time Employee under Section 13.1 (a), (b).
- (b) Assets of the Sick Leave Bank will be acquired from those regular and regular part-time Employees accruing sick leave under the aforementioned Section 13.1 (a), (b), who will have the voluntary option of donating their accumulated sick leave days, or a portion of their accumulated sick leave days into the said General Sick Leave Bank.
- (c) Rules and Regulations governing the depositing of sick leave days into the General Sick Leave Bank shall be established and posted so regular and regular part-time Employees may be aware of same.
- (d) A Sick Bank Committee shall be established, consisting of: Two (2) regular or regular part-time Employees and the Human Resources officer or their designee and a person from the community selected by the above. The awarding of sick leave by extensions from the General Sick Leave Bank will be governed by the Sick Bank Committee.

- (e) All sick days deposited and extended into the General Sick Leave Bank will be properly recorded in the Town's accounting system and accounted for in an appropriate manner such that an accurate balance of all time in the General Sick Leave Bank is available. A report will be generated and shall be a standing agenda item at the Labor Management Committee meetings.
- (f) A new sick leave bank with Employees getting an additional three (3) days per month for working short no less than four (4) shifts per month.

**13.3 PARENTAL LEAVE.** Whenever an Employee becomes pregnant, they shall furnish the Employer with a certificate from their physician stating the expected date of their delivery. They may continue to work so long as their physician certifies that they are able to do so. Maternity leave without pay shall be granted for a period not to exceed three (3) months. Maternity leave shall also be granted to an adopting parent, for a period not to exceed three (3) months, said leave also to be without pay. An Employee may use accrued sick time up to three (3) months for maternity leave. Seniority and benefits (such as vacation, sick time, longevity) shall continue to accrue while the Employee is out on maternity leave. The Employer will continue to pay its share of insurance premiums while an Employee is on maternity leave.

## **ARTICLE 14 – BEREAVEMENT LEAVE**

**14.1 FUNERAL ON THE ISLAND.** In the event of a death in the regular or regular part-time Employee's immediate family (i.e., Mother, Father, Spouse, Children, Mother-in-Law, Father-in-Law, Grandparents, Brother, Sister) regular Employees will be paid up to a maximum of five (5) days at their regular straight time hourly rate of pay to attend the wake and funeral, provided the wake and funeral fall on regular working days, and further provided that the Employee actually attends the wake and funeral.

**14.2 FUNERAL LEAVE OFF THE ISLAND.** In the event of a death in the regular or regular part-time Employee's immediate family (i.e., Mother, Father, Spouse, Children, Mother-in-Law, Father-in-Law, Grandparents, Brother, Sister) requiring an off-the-island funeral, regular Employees will be paid up to a maximum of five (5) days at their regular straight time hourly rate of pay (Article 25) to attend the wake and funeral, provided, the wake and funeral fall on regular working days, and further provided that the Employee actually attends the wake and funeral.

**14.3** Foster or adopted relationships of children, mother, father, grandparents, grandchildren, brother, sister, step relationships, and designated partner shall be covered as set forth in Sections 14.1 and 14.2. The "immediate family" of a designated partner shall be considered "in-law".

**14.4** Regular part-time Employees shall receive Bereavement Leave on a proportionate basis. No Floater, or non-regular Employee, shall receive Bereavement Leave with pay. (Sections 14.1 and 14.2).

**14.5** In the event more than one (1) member of a family passes away at the same time, and the funerals fall within the same period of time, then only one (1) Bereavement Leave Pay will be awarded under this Article.

## ARTICLE 15 – INSURANCE

15.1 The Employer agrees to pay ninety percent (90%) of the cost of the Blue Care Elect Plan, individual or family coverage, for those regular Employees who are participating in said plan.

After the Town has met legal requirements to change the percentage the Town pays for health insurance premiums for all Employees, changes shall take effect as follows:

1. In the first year, the Town shall pay eighty-seven and one-half percent (87.5%) of the premium for the Blue Care Elect Plan for those regular Employees who are participating in the plan;
2. In the second year, the Town shall pay eighty-five percent (85%) of the premium for the Blue Care Elect Plan for those regular Employees who are participating in the plan.

There shall be no further bargaining, decision or impact, required before the Town switches to paying the lower percentages provided plan designs remain unchanged.

The Employer agrees that the Blue Care Elect Plan (PPO) offered to Employees will require only a twenty-five dollar (\$25.00) co-pay by Employees for Emergency Room visits.

Employees hired after July 1, 2017 will not be eligible to enroll in the Master Medical Plan.

- a) Employees hired after July 1, 2017 shall contribute fifteen percent (15%) towards the PPO Plan.
- b) Employees enrolled in the Master Medical Plan who choose to transfer will be transferred to the PPO Plan effective the next open enrollment date. Individual subscribers will receive a three thousand dollar (\$3,000) stipend, less regular and usual deductions, and family subscribers will receive a five thousand dollar (\$5,000) stipend, less any regular and usual deductions, such payment to be made in the payroll within thirty (30) days of implementation. Subscribers transferring from the Master Medical Plan to the PPO Plan may not at any time thereafter transfer back to the Master Medical Plan.

15.2 The Employer shall continue to provide health insurance in accordance with the provisions of M.G.L., Chapter 32B. Changes shall be made in accordance with Chapter 32B and Chapter 150E.

15.3 The Employer agrees to continue to maintain the present Life Insurance Plan for the regular and regular part-time Employees.

15.4 The Parties further agree that, by mutual agreement, the Parties may, at any time during the term of the contract, reopen Article 15 for the negotiation of health insurance benefits.

## ARTICLE 16 – RETIREMENT

16.1 The Employer agrees to continue to maintain the present Retirement Plan for the regular and regular part-time Employees.

## **ARTICLE 17 – INVALIDITY OF A PROVISION**

17.1 If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or provisions, to persons or circumstances other than those deemed to be held invalid or unenforceable shall not be affected.

17.2 If any conflict shall arise between the provisions of this Agreement and any local, or state, or Federal Laws, or any agency rule or regulation, then such law, rule, or regulation shall prevail. Such other provisions of this Agreement as may not be affected shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 18 – MANAGEMENT RIGHTS**

18.1 It is agreed that nothing in this Agreement shall limit the Employer in the exercise of its function of management, such as, the right to hire new Employees from any source it may decide, establish and change working schedules, determine the number of Employees required, direct the working force, promote, transfer, discipline, suspend or discharge, including but not limited to: failure to meet working standards, incompetency, contract violations, unexcused absence, neglect or mistreatment of patients, use of intoxicating beverages or narcotics, theft, dishonesty, failure to observe Employer rules and regulations, to determine the hours of employment for Employees, to lay off Employees for lack of work, and shall without interference determine the type of equipment to be used. The right to maintain order and efficiency is the sole responsibility of management. It is further agreed, that this enumeration of management rights shall not be deemed to exclude other rights not herein enumerated, except where any such rights are specifically modified or abridged by the terms of this Agreement.

18.2 Employer must furnish within thirty (30) days of the signing of this Agreement job descriptions to each current Employee, and to future Employees.

- (a) The Employer may make reasonable changes in job descriptions, provided it gives the Union notice of such changes.
- (b) The Union shall have the right to grieve and arbitrate (under Article 4) any dispute which it has with the Employer over changes which the Employer has made in any job description.

18.3 Employer must, within thirty (30) days of the signing of this Agreement, furnish personnel policies, rules and regulations to each current Employee, and to future Employees.

- (a) The Employer may make reasonable changes in its personnel policies, rules and regulations provided it gives the Union notice of such changes.
- (b) The Union shall have the right to grieve and arbitrate (under Article 4) any dispute which it has with the Employer over any change which the Employer has made in its personnel policies, rules and regulations.

## **ARTICLE 19 – WORKERS' COMPENSATION**

19.1 The Employer agrees to continue to maintain the present Workers' Compensation coverage. Pursuant to the Workers' Compensation law, the Employer shall pay first five (5) days of absence due to industrial accident.

## ARTICLE 20 – NO STRIKE CLAUSE

20.1 During the term of this Agreement, it is agreed by and between the parties hereto, that there will be no strike, lockouts, work stoppages, slow-downs, sick-outs, picketing, disturbances, or withholding of services of any nature.

20.2 The Employer shall have the right to take disciplinary action, including discharge, against any Employees who violate Section 20.1. In any grievance involving the discipline of an Employee on account of participation in or responsibility for a strike, work stoppage, slowdown, sickout, or withholding of services, the arbitrator shall be limited to deciding whether the grievant did so participate or was so responsible. If they determine that the grievant did so participate or was so responsible, they shall deny the grievance.

20.3 The Union, its officers and delegates shall, within twenty-four (24) hours of notification by the Employer, publicly make known that any action in violation of Section 20.1 is an unauthorized action and shall promptly order the Employees to return to work and shall use every reasonable effort to see that termination of any such action is immediate.

## ARTICLE 21 – DISCIPLINE

21.1 **JUST CAUSE.** The Employer shall have the right to suspend, discharge or otherwise discipline non-probationary Employees for just cause only. In the exercise of its rights under this Article, the Employer will not act in violation of express terms of this Agreement.

21.2 **PERSONNEL FILE.** An Employee may inspect their personnel file once a year by appointment within five (5) days after providing written notice, in the presence of a supervisor, and in doing so may examine all materials except those deemed confidential (outside references, etc.). No material of derogatory nature shall be placed in an Employee's file without the Employee first having had the opportunity to examine it and file a grievance if the Employee so wishes.

21.3 Written notices of warnings or disciplinary actions taken shall remain in the active file of the Employee for a period of three (3) years.

21.4 An Employee has the right to have a Union Delegate or representative present at the Employee's request for an investigatory disciplinary meeting. Prior to scheduling the meeting, the Employer shall inform the Employee of the subject matter.

## ARTICLE 22 – LEAVE OF ABSENCE

22.1 Leaves of Absence may be granted by the Employer to regular or regular part-time Employees with at least one (1) year's service. Such approval shall not be unreasonably withheld. Approval for such leaves shall be put in writing, signed by the Employer, and must set forth:

- (a) Specific reason for granting such leave,
- (b) Length of leave,
- (c) Expiration date of such leave.

22.2 Leave of Absence shall be without pay, or other benefits under this Agreement, but without the loss of seniority. However, any Employee who is proven to have been employed



elsewhere during a permitted leave of absence, or fails to report back to work after the granted leave of absence, shall be considered as having terminated their employment with the Employer.

22.3 FAMILY, MEDICAL AND PARENTAL LEAVE. An Employee may be eligible for Family and Medical and/or Parental Leave. Under certain circumstances, an Employee may be eligible for both Family and Medical Leave and Parental Leave. In such circumstances, the Employee's leave will be charged against both types of leave simultaneously. Where an Employee is eligible for both types of leave, and one type of leave provides greater benefits than the other, the Employee shall be provided such greater leave benefits to which they are entitled.

A. Family and Medical Leave

1. Eligibility.

An Employee employed by the Employer for at least twelve (12) months, who has worked at least one thousand two hundred fifty hours (1,250) hours during the twelve (12) month period immediately preceding a leave under this Section, may take up to twelve (12) week period measured backward from the date an Employee uses any leave for any one (1) or more of the following reasons:

- (a) The birth of the Employee's child, and in order to care for the newborn child;
- (b) The placement of a child with the Employee for adoption or foster care;
- (c) The need to care for the Employee's spouse, child or parent who has a serious health condition;
- (d) The Employee's own serious health condition that renders the Employee unable to perform the functions of their job.

2. Certification.

An Employee shall provide certification from a health care provider to substantiate any leave due to the serious health condition of the Employee or the Employee's immediate family member. Failure to provide such certification will result in a denial of the leave request until the Employee provides the requested certification.

3. Notice.

In order to plan for the provision of quality uninterrupted services to clients, the Employee seeking leave must notify the Employer at least thirty (30) days prior to any anticipated leave. If the need for leave is not foreseeable, the Employee must give the Employer notice as soon as practicable. Failure to provide such advance notice will result in a denial of the leave request until thirty (30) days after the notice is provided to the Employer.

4. Group Health Plan Coverage.

The Employer will continue its contributions to group health plan insurance for an Employee who is out on family or medical leave. The Employee must continue to pay their share of such premium during the leave period.

5. Use of Accrued Vacation, Personal, and Sick Time.

An Employee on any family or medical leave must use any accrued vacation and personal time while on such leave. An Employee on family or medical leave for the reasons set forth in above subsection 1 (a) (b) and (c) may use any accrued

sick time while on such leave. An Employee who is on medical leave for the reasons stated in subsection 1(d) must use any accrued sick time while on such leave.

6. Reinstatement.

At the end of family or medical leave an Employee shall be restored to their former position, if available, or to a similar position elsewhere with the Employer, with the same pay, benefits and working conditions as of the date of the Employee's leave, as economic conditions warrant. The Employee's right to be restored is limited to what the Employee's job would have been if they had not taken leave. Prior to restoration, an Employee who takes a medical leave for the reasons set forth in subsection A(1)(d) must obtain and present certification from a health care provider that the Employee is able to resume work. Failure to provide such certification will result in a denial of restoration until the Employee provides the requested certification.

B. PARENTAL LEAVE

1. Eligibility.

Employees are entitled to parental leave in accordance with the provisions of M.G.L. Chapter 149 Section 105D.

2. Use of Accrued Vacation, Personal, and Sick Time.

An Employee on parental leave may use any accrued vacation and personal time while on such leave. Accrued sick time may be used during the period of pregnancy-related disability.

3. Parental Leave to run concurrent with Family and Medical Leave Act Leave.

Parental leave taken under this Section additionally shall be charged against an Individual's Family and Medical Leave Act entitlement.

4. Notice.

In order to plan for the provision of quality uninterrupted services to clients, the Employee seeking leave must notify the Personnel Director at least two (2) weeks prior to any anticipated leave.

5. Reinstatement.

At the end of a family or medical leave an Employee shall be restored in their former position, if available, or to a similar position elsewhere in the company, with the same pay, benefits and working conditions as of the date of the Employee's leave, as economic conditions warrant.

## ARTICLE 23 – JURY DUTY

23.1 If a regular or regular part-time Employee is selected for Jury Duty, either for the Commonwealth or the Federal Judiciary, such Employee shall be reimbursed the difference in money between what the said Employee received, either from the County, State, or Federal Judiciary and their regular straight time wages that week, providing:

- (a) It applies only to those day(s) Employee would actually have been scheduled to work.
- (b) Employee must submit a bona fide receipt setting forth the actual time consumed by sitting on Jury Duty.

- (c) Employees must report for work for the Employer whenever they are not required to sit on the Jury during a full Jury Day, or in the event a sitting-in is cancelled for a certain day. Upon reporting to the Employer, the Employee will be put to work, and shall do whatever work is assigned by the Employer.
- (d) It is understood and agreed the seniority provisions of this Agreement shall not be considered violated if Employee sitting on Jury Duty reports for work in accordance with Section 23.1 (c).

23.2 Regular part-time Employee shall receive Jury Duty leave on a proportionate basis. No Floater or non-regular Employee shall receive Jury Duty Leave with pay.

23.3 Regular and regular part-time Employees to be eligible for Jury Duty Pay must have completed the ninety (90) day Trial Period (Section 5.1).

## **ARTICLE 24 – UNION DUES AND PAC CHECK-OFF**

24.1 **CHECK-OFF/DUES AND FEES.** Upon receipt of a written authorization from Employee in the form annexed hereto as Exhibit D, or in any other form designated by the Union necessary to accommodate any changes in the 1199 dues or initiation fee structure, the Employer shall, pursuant to such authorization, deduct regular dues and/or initiation fees as established from time to time by the Union from the wages due said Employee. Such deduction shall start no later than the first (1<sup>st</sup>) pay period following the completion of the Employee's first thirty (30) days of employment. The Employer shall remit to the Union all deductions for dues and/or initiation fees made from the wages of all Employees on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the paycheck was dated from which those dues and initiation fees were deducted.

This remittance shall be accompanied by a list of all Employees on whose behalf dues and initiation fees are being paid. Such list shall include, for each Employee, the following information: Institution, Employee's name, home address, home phone number, social security number, job classification, amount of dues remitted, amount of initiation fees remitted, hours worked, gross pay, and total pay subject to dues deduction.

This list shall also include members of the bargaining unit who have not signed a card authorizing payroll deduction for dues or fees. This list shall include the following information as well. Institution, home address, home phone number, Employee's name, social security number, job classification, amount of dues remitted, amount of initiation fees remitted, hours worked, gross pay.

The Employer agrees to furnish the Union each month within fifteen (15) days after the end of the month a listing in order of social security numbers of the names of all bargaining unit Employees paid at any time in the prior month, their addresses, home phone number, social security numbers, classifications of work, their date of hire, and if terminated during the month, their date of termination; and names of bargaining unit Employees on leave of absence together with their beginning dates of leave of absence and type of leave.

Remittance of Dues and Initiation Fees shall be payable to 1199SEIU and mailed to:

**1199SEIU United Healthcare Workers East  
PO Box 2665  
New York, NY 10108**

24.2 CHECK-OFF/POLITICAL ACTION FUNDS. Upon receipt of a written authorization from an Employee in the form annexed hereto as Exhibit E, or in any other form designated by the Union and necessary to accommodate political action deductions, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit the funds to the 1199SEIU Massachusetts Political Action Fund, in the same manner and at the same time as the Employer shall remit dues and initiation fees as described in Article 24. This remittance shall be paid by separate check from any payment made for membership dues and shall be accompanied by a list of all Employees on whose behalf deductions are being submitted. Such list shall include, for each Employee, the following information: Institution, Employee's name, home address, home phone number, social security number and amount remitted.

Remittance of Political Action Funds shall be made payable to 1199SEIU Massachusetts Political Action Fund and mailed to:

**1199SEIU United Healthcare Workers East  
PO Box 2665  
New York, NY 10108**

The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b)-(d) the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

24.3. The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceedings by any government agency or by any groups so long as such groups are not funded directly or indirectly by the Employer for an 1199SEIU Political Action Fund. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The lists referred to in this Article shall be transmitted in electronic format as attached in Exhibit F. The Employer shall provide to the Union the name, title, email address and telephone number of one (1) person responsible for each remittance list to be submitted pursuant to this paragraph who can directly authorize and produce such electronic transmission.

**ARTICLE 25 – WAGES**

25.1 The step levels set forth herein may be administered by the Employer or its representative, starting an Employee at a higher level, or advancing to a higher level sooner based on the criteria set forth in the Amendments to the Personnel By-Law, Town of Nantucket, effective July 1, 1979, Section 5, E-4, one through four.

Employees who resign and return as Per Diems will be paid at up to the twenty-four (24) month rate, depending on the rates they were paid at the time of resignation.

Year One (7/1/23 – 6/30/24)

- Effective 7/1/23 – four percent (4%) across the board increase.
- After the 7/1/23 COLA is applied, a one (1) time market adjustment is added to the base wage at two thousand five hundred dollars (\$2,500) per Employee (one dollar and twenty cents (\$1.20) per hour) based upon a forty (40) hour work week.
- Step Movement.

Year Two (7/1/24 – 6/30/25)

- Effective 7/1/24 – three and one-half percent (3.5%) across the board increase.
- LPN wage scale 7/1/24: COLA increase, and Step 2 becomes Step 1, which adds a new Step 10, which is three percent (3%) higher than the current Step 10 on the scale.
- Step Movement.

Year three (7/1/25 – 6/30/26)

- Effective 7/1/25 – three and one-half percent (3.5%) across the board increase.
- Step Movement.

If any other bargaining unit subject to the Select Board's authority receives an aggregate base salary increase greater than the above, this Agreement shall be re-opened solely for negotiations over wage increases.

**ARTICLE 26 – SHIFT DIFFERENTIAL**

26.1 The following Shift Differentials shall be computed only by adding to the hourly rate of pay set forth in Section 25.1 when the hours are actually being worked on the shift, and shall not be added to any hourly rate being paid for Sick Leave, Bereavement Leave, Holiday Leave, Vacation Leave, etc.

**MONDAY THROUGH FRIDAY**

	1/1/2022	7/1/2023	7/1/2024	7/1/2025
Second Shift	\$2.05	\$2.55	\$3.05	\$3.55
Third Shift	\$2.25	\$2.75	\$3.25	\$3.75

**SATURDAY THROUGH SUNDAY**

	1/1/2022	7/1/2023	7/1/2024	7/1/2025
First Shift	\$2.05	\$2.55	\$3.05	\$3.55
Second Shift	\$2.60	\$3.10	\$3.60	\$4.10
Third Shift	\$2.60	\$3.10	\$3.60	\$4.10

**ARTICLE 27 – RECALLED TO WORK ON A DAY OFF**

27.1 The Department may require Employees to work overtime to fill shifts in order to maintain established staffing levels.

**ARTICLE 28 – COMBINATION DUTIES**

28.1 The Employer shall have the right to utilize the Employees as combination Employees for any and all work required by the Employer (excluding those duties where a License is required and the Employee does not have the required License); however, if the Employee works in a higher rated classification, they shall be paid at the higher rated classification pay rate for the work performed which provides them with at least a five percent (5%) increase in wage per hour.

**ARTICLE 29 – LONGEVITY PAY**

29.1 Full-time Employees eligible for longevity pay shall receive a longevity pay in accordance with the schedule below. Part-time Employees eligible for longevity pay shall receive a proportional pro-rata amount based on the number of hours that they hold on the first of the month in which their anniversary occurs. Longevity pay shall be received during the month of December each year in a separate check.

Employees employed June 30, 2010 or before will receive longevity as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Five (5) years of service but less than ten (10) years of service	2% of base wages
Ten (10) years of service but less than fifteen (15) years of service	3% of base wages
Fifteen (15) years of service but less than twenty (20) years of service	4% of base wages
Twenty (20) years of service or more	5% of base wages

Employees employed on or after July 1, 2010 will receive longevity as follows:

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Five (5) years of service but less than ten (10) years of service	\$750 lump sum

<u>LENGTH OF SERVICE</u>	<u>AMOUNT</u>
Ten (10) years of service but less than fifteen (15) years of service	\$1,000 lump sum
Fifteen (15) years of service but less than twenty (20) years of service	\$1,250 lump sum
Twenty (20) years of service or more	\$1,500 lump sum

29.2 In the event a regular full-time Employee or regular part-time Employee does not work a full year, then the amount set forth in Section 29.1 shall be applied on a pro-rata basis.

29.3 All regular part-time Employees shall receive benefits set forth in Sections 29.1 and 29.2 on a pro-rated basis.

## ARTICLE 30 – DENTAL AND DISABILITY

If during the term of this contract, the Employer offers disability or dental insurance coverage to any other collective bargaining unit, this Agreement will be re-opened solely for the purpose of bargaining over the extension of said additional coverage to the bargaining unit.

## ARTICLE 31 – MISCELLANEOUS

31.1 Health and Safety Committee. There shall be established a Health and Safety Committee. The bargaining unit may appoint up to two (2) Employees to the Health and Safety Committee. The Health and Safety Committee shall meet, without loss of pay, up to a maximum of one (1) time each month.

31.2 Patient Care Committee. There shall be established a Patient Care Committee. The bargaining unit may appoint up to four (4) Employees to the Patient Care Committee. The Patient Care Committee shall meet, without loss of pay, up to a maximum of one (1) time each month.

31.3 Tuition Reimbursement. The Employer shall pay up to one thousand two hundred dollars (\$1200) per fiscal year for tuition reimbursement. The tuition reimbursement shall be for job-related courses, and subject to prior approval by the Employer.

Employees to whom tuition reimbursement is granted will be required to complete a term of employment at the Home of not less than one (1) year from the date of completion of the course or courses for which tuition reimbursement is granted.

31.4 Designated Partner. The parties agree that the Employee shall inform the Employer in writing as to the identity of the "Designated Partner" for purposes of Section 14.3 Bereavement Leave. Such written designation is a condition for granting of leave under Section 14.3. Section 14.3 does not affect any other contractual benefit.

31.5 Clothing Allowance.

(a) For those Employees required to wear uniforms at the time of ratification, the following shall apply. The Department Head or their designee will review Employee uniform requests as they relate to "need" for replacement. The maximum allowance per Employee required to wear a uniform will be in accordance with the following schedule:

- i. Permanent Full-time Employees: \$200.00 annually
- ii. Permanent Part-time Employees: \$100.00 annually

(b) This allowance shall not be cumulative from fiscal year to fiscal year, and will be used to replace items that have been worn out as the result of use related to work at Our Island Home or changes to provided uniforms.

(c) The Employee shall request to replace items through their supervisor and the Town shall purchase items based on the Supervisor's approval and not to exceed the maximum rate above. An Employee approved to purchase an item on their own by their Supervisor, such as scrubs for nursing personnel, shall provide their Supervisor a detailed receipt for the purchase (listing dollar amount, date, store and item(s) purchased) for reimbursement.

(d) Employees will be reimbursed for expenses in accordance with the Town Expense Reimbursement Policy.

### 31.6 WORKER EDUCATION PROGRAM.

(a) The Employer and the Union agree to work cooperatively to establish an ongoing training and education program that will expand Employees' capabilities and opportunities; fulfill the personnel needs of the facility; and enhance the quality of care.

(b) There shall be established a joint labor management training and education committee to be comprised of three (3) members selected by the Employer and three (3) members selected by the Union. The Union Representative and a representative of the Worker Education Program may also participate in the committee. The purpose of the committee shall include the following:

- i. Describe the existing occupational structure;
- ii. Develop an effective means for Employees to move through the structure;
- iii. Identify and coordinate training opportunities;
- iv. Serve as a resource for Employees' training and career goals.

(c) The Employer and the Union further commit to work cooperatively to identify and jointly pursue funding for ongoing training and education needs.

### **ARTICLE 32 – SUCCESSOR**

This Agreement shall be binding on any and all successors and assigns of the Town, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Town shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement.



**ARTICLE 33 – DURATION OF AGREEMENT**

33.1 This Agreement shall be in full force and effect from July 1, 2023 and shall continue in full force and effect until June 30, 2026 and shall then and thereafter renew itself from year to year, unless either party to the Agreement gives written notice to the other party, not later than the fifteenth (15<sup>th</sup>) day of December of the preceding calendar year prior to any date of expiration of a desire to change, amend or terminate the terms or conditions hereof.

33.2 If notice is given, as set forth in Section 33.1, then the parties shall commence negotiations not later than January 15<sup>th</sup> of that year, prior to budget submission by the Employer to the Town.


33.3 During the course of negotiations for amendment or renewal of this Agreement, the terms and conditions herein set forth shall continue in effect until a new Agreement is reached.

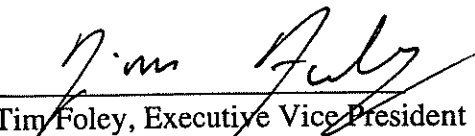
33.4 Recognizing the fiscal constraints posed by Proposition 2½, in the event future Town Meetings do not appropriate sufficient monies to fund the wage increases agreed upon in Section 25.1, it is agreed by both parties that those portions of this Agreement, and only those portions, may be discussed and if necessary amended as may be agreed upon at such time. This will not be considered an opening of the negotiated Agreement for further negotiations.

IN WITNESS WHEREOF, the parties have caused their hand and seals to be set this <sup>First</sup> \_\_\_\_\_ day of \_\_\_\_\_<sup>July</sup>, 2023.

FOR THE EMPLOYER:  
TOWN OF NANTUCKET  
OUR ISLAND HOME

FOR THE UNION:  
1199SEIU UNITED HEALTHCARE  
WORKERS EAST

By:   
\_\_\_\_\_  
Chair – Select Board

By:   
\_\_\_\_\_  
Tim Foley, Executive Vice President  
Massachusetts Division

**EXHIBIT A – SIDE LETTER PERTAINING TO INSURANCE**

The Town agrees that if it ever expands its health care coverage to spousal equivalents of the same gender, it will include those applicable spousal equivalents of Employees in the 1199SEIU United Healthcare Workers East bargaining unit.

## **EXHIBIT B – SIDE LETTER PERTAINING TO COVID COMPENSATION**

The parties agree to one (1)-time bonus payments to all Employees in the SEIU bargaining unit as of the January 7, 2021 Union ratification of this Agreement, funded by the State/Federal COVID funds allocated to Nursing Homes, will be payable in the next available payroll following the ratification of this Agreement, less applicable taxes and standard deductions. The total balance of the bonus payment fund will be distributed amongst current Employees in the SEIU bargaining unit on a pro-rata basis on the basis of hours worked at Our Island Home for the period of March 26, 2020 – July 2, 2020 pursuant to Appendix A of the MOA signed by the Parties on December 3, 2020.

## **EXHIBIT C – SIDE LETTER PERTAINING TO INSURANCE**

The parties agree to amend Article 15.1 “Insurance” for the elimination of the Master Medical health insurance plan offering. It is understood by both parties that Employees enrolled in the Master Medical Plan will be transferred to the PPO or HMO Plan effective July 1, 2021. Individual subscribers will receive a three thousand dollar (\$3,000) stipend, less regular and usual deductions, and family subscribers will receive a five thousand dollar (\$5,000) stipend, less any regular and usual deductions, such payment to be made in the payroll within thirty (30) days of implementation. Employees are required to elect their new plan during the 2021 open enrollment period of May 1, 2021 – May 28, 2021 for their new plan to take effect July 1, 2021.

**EXHIBIT D – DUES CHECK-OFF AUTHORIZATION FORM**

**UNION DUES CHECK-OFF AUTHORIZATION**

You are hereby authorized and directed to deduct an initiation fee from my wages or salary as required by 1199SEIU United Healthcare Workers East as a condition of my membership; and in addition thereto, to deduct my membership dues from my wages or salary; and in addition thereto, to deduct each month an amount equal to monthly membership dues to be applied to past unpaid dues until the entire amount of unpaid past dues has been deducted and paid; and to remit all such deductions to 1199SEIU United Healthcare Workers East, 498 7<sup>th</sup> Avenue, New York, NY 10018, no later than the tenth day of each month immediately following the date of deduction, or pursuant to the date provided in the Collective Bargaining Agreement.

This deduction is a voluntary act on my part and shall be irrevocable for a period of one (1) year or until the termination date of the Collective Bargaining Agreement, whichever is sooner, and shall, however, renew itself from year to year unless I give written notice of the revocation of this authorization addressed to the 1199SEIU Dues and Membership Department at 498 7<sup>th</sup> Avenue, NY 10018.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_

**EXHIBIT E – POLITICAL ACTION AUTHORIZATION FORM**

**POLITICAL ACTION FUND CHECK-OFF AUTHORIZATION**

I hereby authorize 1199SEIU United Healthcare Workers East, Mass Political Action to file this payroll deduction form on my behalf with my employer to withhold \$5.00 per month or \$\_\_\_\_\_ per month or \$1.00 per week or \$\_\_\_\_\_ per week and forward that amount to the 1199SEIU Mass Political Action Fund, 498 7<sup>th</sup> Avenue, New York, NY 10018.

This authorization is made voluntarily based on my specific understanding that:

1. The signing of this authorization form and the making of these voluntary contributions are not conditions of my employment by my Employer or membership in any Union;
2. I may refuse to contribute without any reprisal;
3. The \$5.00 monthly contribution is only a suggestion, and I may contribute more or less without fear of favor or disadvantage from 1199SEIU or my Employer; and
4. The 1199SEIU Mass Political Action Fund uses the money it receives for political purposes, including but not limited to, making contributions to and expenditures on behalf of candidates for federal, state and local offices and addressing political issues of public importance.
5. Contributions to the 1199SEIU Mass Political Action Fund are not deductible as charitable contributions for federal income tax purposes. Federal law requires the Union to use its best efforts to collect and report the name, mailing address, occupation and name of employer of individuals whose contributions exceed \$200 in a calendar year.
6. This authorization shall remain in full force and effect until revoked by me in writing to the 1199SEIU Mass Political Action Department at 498 7<sup>th</sup> Avenue, New York, NY 10018.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ (last four digits only) Email: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_



## WAGES

### **Wage Scale Effective 7/1/23 – 6/30/24**

**Year 1 – 4% ATB; market adjustment of \$1.20; Step movement on anniversary date**

	1	2	3	4	5	6	7	8	9	10*
LPN	\$31.54	\$32.43	\$33.38	\$34.32	\$35.33	\$36.35	\$37.41	\$38.50	\$39.63	\$40.01
Laundry	\$23.47	\$24.12	\$24.83	\$25.54	\$26.25	\$27.00	\$27.78	\$28.59	\$29.40	\$29.69
Hskp/Dietary	\$22.84	\$23.49	\$24.17	\$24.86	\$25.58	\$26.30	\$27.04	\$27.82	\$28.62	\$28.90
CNA +.89	\$25.13	\$25.85	\$26.60	\$27.37	\$28.16	\$28.97	\$29.80	\$30.64	\$31.54	\$31.83
CNA II	\$26.21	\$26.96	\$27.72	\$28.53	\$29.34	\$30.18	\$31.07	\$31.96	\$32.88	\$33.20
CNA Mentor	\$26.74	\$27.51	\$28.29	\$29.12	\$29.96	\$30.80	\$31.69	\$32.62	\$33.55	\$33.88
Maintenance	\$26.56	\$27.31	\$28.10	\$28.90	\$29.74	\$30.58	\$31.46	\$32.38	\$33.32	\$33.64
Cook	\$26.07	\$26.79	\$27.55	\$28.34	\$29.17	\$30.02	\$30.87	\$31.76	\$32.67	\$32.99
ACDC Aide	\$24.18	\$24.87	\$25.59	\$26.31	\$27.08	\$27.86	\$28.64	\$29.46	\$30.33	\$30.61

### **Wage Scale Effective 7/1/24 – 6/30/25**

**Year 2 – 3.5% ATB; LPN - drop Step 1, increase by 3% except new Step 10 at 1% over Step 9; Step movement on anniversary date**

	1	2	3	4	5	6	7	8	9	10*
LPN	\$33.57	\$34.55	\$35.52	\$36.57	\$37.62	\$38.72	\$39.85	\$41.02	\$41.41	\$42.65
Laundry	\$24.29	\$24.96	\$25.70	\$26.43	\$27.17	\$27.95	\$28.75	\$29.59	\$30.43	\$30.73
Hskp/Dietary	\$23.64	\$24.31	\$25.02	\$25.73	\$26.48	\$27.22	\$27.99	\$28.79	\$29.62	\$29.91
CNA +.89	\$26.01	\$26.75	\$27.53	\$28.33	\$29.15	\$29.98	\$30.84	\$31.71	\$32.64	\$32.94
CNA II	\$27.13	\$27.90	\$28.69	\$29.53	\$30.37	\$31.24	\$32.16	\$33.08	\$34.03	\$34.36
CNA Mentor	\$27.68	\$28.47	\$29.28	\$30.14	\$31.01	\$31.88	\$32.80	\$33.76	\$34.72	\$35.07
Maintenance	\$27.49	\$28.27	\$29.08	\$29.91	\$30.78	\$31.65	\$32.56	\$33.51	\$34.49	\$34.82
Cook	\$26.98	\$27.73	\$28.51	\$29.33	\$30.19	\$31.07	\$31.95	\$32.87	\$33.81	\$34.14
ACDC Aide	\$25.03	\$25.74	\$26.49	\$27.23	\$28.03	\$28.84	\$29.64	\$30.49	\$31.39	\$31.68



**Wage Scale Effective 7/1/25 – 6/30/26**

**Year 3 – 3.5% ATB; LPN - increase by 3% except new Step 10 at 1% over Step 9; Step movement on anniversary date**

	1	2	3	4	5	6	7	8	9	10*
LPN	\$34.75	\$35.76	\$36.76	\$37.85	\$38.94	\$40.08	\$41.24	\$42.46	\$42.86	\$44.14
Laundry	\$25.14	\$25.83	\$26.60	\$27.36	\$28.12	\$28.93	\$29.76	\$30.63	\$31.50	\$31.81
Hskp/Dietary	\$24.47	\$25.16	\$25.90	\$26.63	\$27.41	\$28.17	\$28.97	\$29.80	\$30.66	\$30.96
CNA +.89	\$26.92	\$27.69	\$28.49	\$29.32	\$30.17	\$31.03	\$31.92	\$32.82	\$33.78	\$34.09
CNA II	\$28.08	\$28.88	\$29.69	\$30.56	\$31.43	\$32.33	\$33.29	\$34.24	\$35.22	\$35.56
CNA Mentor	\$28.65	\$29.47	\$30.30	\$31.19	\$32.10	\$33.00	\$33.95	\$34.94	\$35.94	\$36.30
Maintenance	\$28.45	\$29.26	\$30.10	\$30.96	\$31.86	\$32.76	\$33.70	\$34.68	\$35.70	\$36.04
Cook	\$27.92	\$28.70	\$29.51	\$30.36	\$31.25	\$32.16	\$33.07	\$34.02	\$34.99	\$35.33
ACDC Aide	\$25.91	\$26.64	\$27.42	\$28.18	\$29.01	\$29.85	\$30.68	\$31.56	\$32.49	\$32.79

**\*Effective July 1, 2020, Step 10 shall be for Employees with eighteen (18) years of full-time service with the Town of Nantucket.**

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