

HPAE Local 5107 and Windsor Health/Llanfair House – Memorandum of Agreement

May 26, 2016

The current collective bargaining agreement, which expires May 31, 2016, shall remain in full force and effect except for the contract provisions below:

Union #1

6.3 - Add a fourth paragraph as follows:

6.3 Staff Development Program

(3) The Employer will post an announcement of special educational institutes, workshops, or other educational meetings which it believes to be beneficial to the facility and to the employee. Any employee may apply to the Employer to attend any posted institute, workshop or meeting. Any employee selected by the Employer to attend such institute, workshop or meeting shall be permitted time off without loss of regular pay to attend such meeting, and the Employer will pay the tuition or fees for the employee's attendance. The Employer will endeavor to distribute its approval of attendance at outside institutes, workshops or meetings equitably amongst all eligible employees. In the event an employee wishes to attend an institute, workshop or meeting which the Employer has not posted, the Employer may pay for the employee's tuition or fees for the employee's attendance at any such institute, workshop or meeting approved by the Employer and may permit the employee's time off without loss of regular pay for the employee's attendance at such institute, workshop or meeting. An employee who attends an educational institute, workshop or other educational meetings at the Employer's expense will educate the staff regarding information acquired.

In addition, the Employer will make its best efforts to offer accredited CE courses to nurses. However, in the event such courses are offered, the monetary benefits and time off referenced in the above paragraph will not be applicable.

The Employer will provide at least twenty four (24) hours notice to employees if a mandatory, in-service education program that is provided by an outside company, consultant, or trainer is held.

Employees who attend mandatory trainings for CPR and IV (re)certification outside of their scheduled work hours shall be paid at their regular rate for the time spent in training.

Employer Proposal:

11.2 Holiday Entitlement:

The Employer will distribute holidays off on an equitable basis and consult with the employee as to her/his preference. If a holiday falls on an employee's scheduled day off, the employee shall receive ~~another day off~~ with regular pay **for the day**. ~~This compensatory time off for the holiday may not be scheduled earlier than sixty (60) calendar days before the actual holiday unless prior written approval for deferring the day off is granted, in writing, by the Staffing Coordinator.~~

Employer Proposal:

12. UNPAID LEAVE

12.1 Unpaid Leave Definition:

An employee shall be eligible for a leave for the following reasons:

- a) Personal Business
- b) Illness/Injury
- c) Military
- d) Maternity
- e) Adoption
- f) Education

The aforementioned leaves will not be unreasonably withheld for up to six (6) months or longer subject to applicable law or in the case of maternity leave, subject to State and Federal laws and may be extended by request of the employee.

Employer will maintain health insurance payments ~~up to two (2) months of leave and then the employee will be eligible for group rate paid by employee during an extended leave~~ **based on the applicable law.**

Anniversary date of hire will not be altered during a leave up to two (2) months but will be adjusted for extension of leave beyond two (2) months.

At the end of a leave of absence no greater than four (4) months, the employee will be entitled to return to work in the same title and shift the employee had filled prior to the leave of absence or other position that is available at the employee's option.

If the leave is greater than four (4) months, employee will be entitled to return to a position and if such position is not the same as the one previously held by the employee, the employee will be on a preferential list to assume the same job position. There will be no loss of previous accrued seniority.

Union #3

Modify 13.1 as follows:

13.1 Health Insurance:

- A. The Employer shall provide full time and part time employees with the current health benefits plan provided by the Employer. ~~The Employer's contribution to premium payments for full time and part time employees who participate in the plan shall continue on the same basis.~~ **Employees' share of the premium costs, on a monthly basis, shall be as follows:**

	Full Time Hired Before 1992	Part Time Hired Before 1992	Full Time Hired After 1992	Part Time Hired After 1992
MagnaCare				
Employee Only	\$0.00	\$179.16	\$0.00	\$179.16
Employee + 1	\$98.89	\$389.07	\$170.00	\$426.08
Family	\$155.09	\$562.77	\$300.00	\$630.41

- B. In the event an employee chooses not to be covered by the Employer's health insurance coverage, the employee ~~may~~ **shall** be eligible for a waiver payment, ~~if the plan provides for such waiver payment, under the terms and conditions of the plan~~ **of \$100 per month.**

Union #4

Side letter on Health Insurance:

In the event an employee receives a collection notice due to the failure of the Third Party Administrator to pay, in part or full, for the costs of a service or procedure covered by the health insurance plan, the Employer will make every effort to resolve the problem.

Employer Proposal:

14. MONETARY BENEFITS:

14.1. **Terminal Benefits:**

An employee who terminates employment by resignation will give the Employer ~~two (2) weeks~~ written notice **based on their vacation eligibility**. Failure to provide said notice will result in forfeiture of earned and accrued benefits. Upon request, the Employer will provide verification of employment. Any employee who terminates for any reason, other than discharge for cause, including but not limited to retirement or death shall receive his earned and accrued benefits as follows:

Union #7

14.2 - Modify as follows:

14.2 Shift Differential:

The shift differential shall be ~~one dollar eighty cents (\$1.80)~~ **two dollars and fifty cents (\$2.50)** per hour. Said differential shall be paid to all employees who are either permanently or temporarily assigned to work the evening or night shift. Shift differential payment when received on a permanent basis is considered part of regular pay and is included ~~in payment for all paid leave as well as~~ in the calculation of premium overtime payments.

Shift differential will be paid for any time worked into the 3-11 or 11-7 shift. An employee who works into a shift which pays the differential must work a minimum of one (1) hour into said shift in order to be entitled to said differential.

Union #9

22 - Contract Term

This Agreement will be effective **June 1, 2016** through **May 31, 2020**.

Union #10

23 - Wages - Modify as follows:

15. WAGES

15.1. Minimum Rates:

- A) REGISTERED NURSES: Full Time and Part Time - \$32.00 Increased by \$.50/hour each year effective June 1, 2016, June 1, 2017, June 1, 2018, and June 1, 2019.
- B) LICENSED PRACTICAL NURSE: Full Time and Part Time - \$28.00 Increased by \$.50/hour each year effective June 1, 2016, June 1, 2017, June 1, 2018, and June 1, 2019.

23.2 Annual Wage Increase:


- A) Effective June 1, 2016, LPNs and RNs shall receive a 2.25% increase.
- B) Effective June 1, 2017, LPNs and RNs shall receive a 2% increase.
- C) Effective June 1, 2018, LPNs and RNs shall receive a 2% increase.
- D) Effective June 1, 2019, LPNs and RNs shall receive a 2.5% increase.

23.3 Per Diem Rates

All rates increased by \$.75/hour each year effective June 1, 2016, June 1, 2017, June 1, 2018, and June 1, 2019.

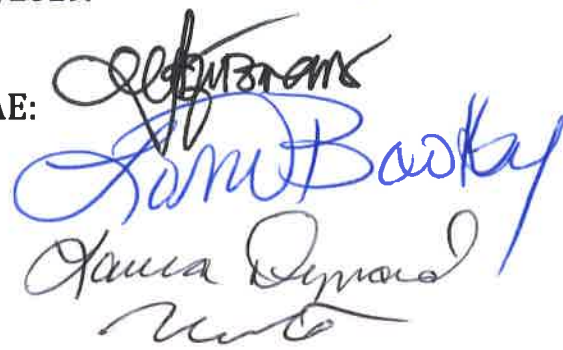
A) Increased by \$.50/hour each year effective June 1, 2016, June 1, 2017, June 1, 2018, and June 1, 2019.

Llanfair House:



Date: 8/24/16

HPAE:



Date: 8/24/16