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HO | 7034

A MEMORANDUM OF AGREEMENT REGARDING THE  
TERMS AND CONDITIONS OF PUBLIC EMPLOYMENT  
BETWEEN

THE COUNTY OF LEWIS

AND

THE LEWIS COUNTY GENERAL HOSPITAL LOCAL OF  
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

JANUARY 1, 2008 to DECEMBER 31, 2011

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

443

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## **ARTICLE I Applicable Law**

The Public Employees Fair Employment Act, the other provisions of the Civil Service Law and the local laws of the County of Lewis, hereinafter known as the employer, and rules and regulations of the Lewis County General Hospital, not inconsistent with said Act and the Civil Service Law, which govern the terms and provisions of the Agreement shall apply.

### **ARTICLE I-A Management Rights**

Subject to the terms of the negotiated Agreement, the Union recognizes the exclusive right and authority of the Employer to administer the business of the Employer which is the management of the Lewis County General Hospital; the right to make reasonable rules and regulations; the direction of the working forces, including the right to promote, transfer, hire, layoff, assign, reassign, and the right to suspend or discharge; to determine the starting and quitting time and the number of hours to be worked; the right to determine the ability and qualifications of its employees; and the right to place, direct and control all operations; to establish change or introduce new or improved operational methods, standards or facilities; to subcontract and to discontinue services of facilities consistent with such considerations as efficiency, economy, quality and patient requirements, and with regard to the interest of affected employees; and to perform all management functions not specifically covered or limited by the negotiated agreement.

## **ARTICLE II Recognition/Definitions**

**Section 1.** The County of Lewis recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL - CIO, the recognized union, as the sole and exclusive representative for collective negotiations with respect to wages, salaries, hours and all other terms of conditions of employment as governed by the Taylor Law for all job titles listed in Appendix A of the Lewis County General Hospital (See Appendix A – Salary Schedule)

**Section 2.** That the County gives to the Association unchallenged representation status from January 1, 2008 to December 31, 2010.

**Section 3. Dues Deduction.** The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction (check-off) of membership dues; premiums for all forms of CSEA sponsored insurance; and such other voluntary deductions as mutually agreed to by the CSEA and the employer with this privilege accorded to no other employee organization or any other organization.

The employer agrees to make separate deductions for membership dues and each insurance plan on a payroll period basis. The employer will provide an itemized alphabetical listing by bargaining unit showing:

1. Employee's full name
2. Social security number
3. Dollar amounts deducted for membership dues
4. Dollar amounts deducted for each separate CSEA sponsored insurance
5. Home address
6. Annual salary (for part-time employees, this will be an estimated salary)
7. Job title
8. Date of hire
9. Work location

The employer agrees that deductions for membership dues and CSEA sponsored insurance premiums will become effective with the current payroll being prepared upon receipt of notification to the employer from CSEA. Deductions for membership dues and insurance premiums will remain in effect during the term of employment of the member unless written authorization is received from the employee revoking membership and/or insurance premiums. Revocation of membership dues automatically revokes insurance premiums. The employer agrees to provide to CSEA, Inc. a copy of each revocation of membership dues and/or CSEA sponsored insurance plan deductions it receives. Revocation of membership dues by a bargaining unit employee will result in agency shop fees being deducted from the bargaining unit employee.

**Section 4. Agency Shop.** The Civil Service Employees Association, Inc. having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement, shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, in an amount equivalent to the membership dues levied by the Civil Service Employees Association, Inc. The employer shall make a separate deduction for agency shop fees and remit the amount so deducted with an itemized alphabetical listing by bargaining unit showing:

1. Agency shop fee payor's full name
2. Social security number
3. Dollar amount deducted for agency shop fee
4. Home address
5. Annual salary (for part-time employees, this will be an estimated salary)
6. Title
7. Date of hire
8. Work location

A check made payable to CSEA, Inc. covering the membership dues and agency shop fee deductions along with the listing will be forwarded by the employer at the close of each pay period to:

Civil Service Employees Association, Inc.  
 143 Washington Avenue  
 Capitol Station Box 7125  
 Albany, N.Y. 12224

Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as CSEA notifies the employer to commence membership dues deductions.



**Section 5.** The Lewis County General Hospital will provide a bulletin board for use by the CSEA. However, prior timely approval by the Administrator or his/her designee will be required.

**Section 6.** The association agrees that it will not strike against the County nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike or job action.

**Section 7.** In all cases in this contract where the Department Head is referred to, it is understood that the Administrator or his/her designee has the ultimate authority for the review and approval of the departmental activities.

**Section 8.** For purposes of contract interpretation, the following shall apply:

Full-time Employee: A regular full-time employee is one who is scheduled and works on a regular basis eighty (80) hours in a fourteen (14) day work period (eight **and ten** hour shifts) or seventy-two (72) hours in a fourteen (14) day work period (twelve hour shifts).

Part-time Employee: A regular part-time employee is one who is scheduled and works on a regular basis less than eighty (80) hours but at least forty (40) hours in a fourteen (14) day work period (eight **and ten** hour shifts) or thirty-six (36) hours in a fourteen (14) day work period (twelve hour shifts).

Casual/Per Diem Employee: Those employees who are pre-scheduled to work on an as needed or short term basis 39 hours or less per pay period. All casual employees must work a minimum of ninety-six (96) hours per calendar year in order to maintain their employment status with the employer.

- a) Casual employees who work in a department that schedules weekend coverage may be required to work at least (1) weekend per month or more often as needed.
- b) Casual employees who work in a department that schedules holiday coverage may be required to work at least one (1) summer holiday (Memorial Day, July 4<sup>th</sup>, Labor Day) and one (1) winter holiday (Thanksgiving, Christmas, New Year's).
- c) Casual employees who work in a department that has "on call" scheduling may be required to rotate on an "on call" roster.

**Section 9.** Employees, full-time, part-time and casual, will be informed in writing of all benefits available to them at the beginning of their employment, i.e., status, title, job description, salary, sick leave, vacation, health insurance, retirement, contract, etc. Employees will also be informed of their assigned shift and schedule.

**Section 10. Access to Members.** The union and its designated agents shall have the sole and exclusive right to have access to members of the bargaining unit during working hours to administer this agreement and to explain Civil Service Employee Association, Inc. sponsored benefits and programs. The CSEA will either give 24-hour advance notice to the Employer or make other advance arrangements with the Employer for access during working hours. The union agrees to make arrangements suitable to the employer to limit interference with normal work duties.

The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by CSEA shall be provided access to bargaining unit employees. The employer further agrees that it will not permit any other organization or union to hold meetings during work hours for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Employer.

**Section 11.** The Employer agrees that upon making arrangements with the appropriate department manager, officers or stewards of the union shall be allowed to perform the following union functions during work hours:

1. Investigate and process grievances
2. Post union notices
3. Transmit communications to the Employer
4. Consult with the Employer concerning the enforcement of this agreement
5. Attend meetings with the Employer's representatives

The union agrees that it will not conduct other union activities without making arrangements with the Employer.

**Section 12. Definitions:** a) When the word "Hospital" is used in this Agreement, unless otherwise specified, it shall mean the Hospital, the Residential Health Care Facility, all outlying clinics/offices and all other Hospital buildings and operations. b) The word "Employer" as used in this Agreement shall mean the Hospital, which is a department of the County of Lewis.

## **ARTICLE III SENIORITY**

### **Section 1. Definition:**

Hospital seniority is defined as the continuous length of service of an employee since the employee's last date of hire with the hospital.

Classification seniority is defined as the continuous length of service of any employee since the employee's last date of employment in a particular classification (or job title).

### **Section 2. Acquisition/Accrual:**

- A. An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the employee's last employment date.

- B. All employees shall accrue one year's seniority for each paid 2080 regular hours.
- C. Seniority shall not accrue during:
  - 1. Leave of absence
  - 2. Lay-offs

In the event that two (2) or more employees are hired or appointed on the same day, relative seniority shall be cast by lot at the time of their hire.

**Section 3. Loss:** An employee's seniority shall be lost when the employee:

- A. Resigns voluntarily
- B. Is discharged
- C. Overstays a leave of absence, vacation, or recall notice except in an identified emergency.

**Section 4. Application:** Seniority shall apply to:

- A. Lay-off and recall
- B. Promotion (classification seniority if applicable)

**Section 5. Lay-off - Recalls:**

- A. **Lay-Off** In the event of a lay-off in the bargaining unit, the Employer shall identify the positions to be vacated by lay-off or reduced from full-time status to part-time status within each classification and unit. Lay-off/Recall rights of unit employees in the competitive class are those as outlined under New York State Civil Service Law.

In so doing, probationary, casual/per diem and part-time employees within each classification and unit on the shift in question shall be laid off without exception before any non-probationary employee within each classification and unit on the same shift will be designated for lay-off.

The Employer will give an employee at least ten (10) calendar days (excluding weekends and holidays) notice of layoff. The Employer shall notify the Association President of the layoff the same day that it notifies the employee in writing and shall provide the Association President with a then current seniority list.

As used in this Article, the following definition shall apply:

**UNIT** - A recognized work area such as:

- Activities
- Admissions/Communications
- Adult Day Health Care
- Cardiopulmonary
- Clinics
- Dietary
- Emergency Department
- Environmental Services
- Finance
- Health Information
- ICU
- Information Systems
- Laboratory
- Materials Management
- Medical/Surgical
- Nursing Home
- OBS
- Occupational Medicine
- Patient Accounts
- Plant Maintenance
- Radiology
- Rehabilitation
- Social Services
- Surgical Services

**B. Affected Employee** – An employee in a position designated by the Employer for lay-off or reduction in work hours or a person bumped pursuant to this section, can elect to be laid off, or exercise one of the following options provided the employee possesses the qualifications to independently perform the duties of the position as determined by the Chief Nursing Officer or designated Administrator.

1. Apply for an existing vacant position.
2. Bump the least senior employee in his/her classification and unit.
3. Bump the least senior employee in bargaining unit within affected employees' classification.
4. Bump the least senior employee in bargaining unit outside employees' classification for which employee has classification seniority rights.
5. Bump any probationary or casual in the bargaining unit.

If an affected employee is qualified to independently perform the duties of the position as determined by the Chief Nursing Officer or designated Administrator and that employee elects "1" above, then that employee will be provided with the required orientation for the position. In the event that employee elects options "2", "3", "4", or "5", then that employee will be provided a familiarization period up to three (3) weeks.

**C. Recall**

1. No non-employee will be hired in the bargaining unit within the classification of the affected employee until the work has been offered to laid-off employees who have the ability and qualifications to perform the work.
2. Employees shall remain on the recall list for one (1) year from the date of lay-off.
3. Any employee reduced from full-time to part-time pursuant to this section shall maintain their health care contribution levels for one year.

4. Recall shall be in the inverse order for layoff within each classification; however, if a position is available and the employee is offered that position, by certified mail, the employee must make a decision within 7 days and return at a date designated by the Employer. If the employee fails to return, he/she forfeits his/her rights on the recall list. Recall retention for those covered by Civil Service Law shall be as provided in the statute.
5. The Human Resources Office shall prepare a hospital and classification seniority list twice a year (on January 30 and June 30) and furnish a copy to the Unit President. The Union shall have a two (2) week period to challenge the list. If no challenges are made, the list shall become final two (2) weeks after submission to the Unit President. In the event a challenge is made, the Facility and the Union will use their best efforts to resolve the issue.

**D. Low Need Day – Nursing Employees** When a decrease in staffing requirements results in a temporary lack of work, nursing employees (defined as any employee working in the following units: Adult Day Health Care, Cardiopulmonary, Clinics, Emergency Department, ICU, Medical/Surgical, Nursing Home, OBS, or Surgical Services) may be assigned time off prior to or at the beginning of the shift according to the procedure listed below:

The time off will be offered to the employees within each classification and unit and shift in the following order:

1. Employees who have indicated at least twenty-four (24) hours prior to the start of their shift that they would like benefit time off if possible. If more than one employee has requested time off, time will be decided on a first request basis. Employees mandated off by low need shall not be required to be on call.
2. Volunteers. Time off will be offered in descending order of seniority on each occasion until the individual has accepted an opportunity.

If there are no reassignment options or volunteers, mandatory time off will be assigned to the least senior employee scheduled within each classification and unit for the shift where staff is to be reduced in the following order; casual, probationary, part-time, full-time. Employees affected by low need shall not be required to be on call. If reasonably possible, full and part-time employees will be notified sixty (60) minutes prior to the start of the shift impacted by the low need designation. Notification shall be considered complete when the Employer contacts or documents an attempt to contact the employee. There is no intention to disadvantage a more senior nursing employee who is regularly floated or scheduled to another unit, while a least senior nursing employee is not affected.

An employee involved in low need days may opt to take time off without pay or may use benefit time. Use of low need days without pay will be deemed as time worked for purposed of accrual of benefits and seniority.

It is the intent of the unit specific low need language to adjust staffing while maintaining appropriate skill mix. There is no intention to disadvantage a more senior nurse who is regularly floated or scheduled to another unit, while a least senior nurse is not affected.

**E. Low Need Day – Non-Nursing Employees**

The parties have agreed to include the following language in the agreement on a “pilot” basis, i.e., the language will expire at the end of the term of this agreement, unless there is a mutual agreement to renew for additional years. In the event the parties do not renew this pilot and it expires, the parties agree that the layoff notice requirement of ten (10) calendar days (excluding weekends and holidays) shall no longer apply to non-nursing employees unless the layoff is determined to be permanent.

The language is as follows:

When a decrease in staffing requirements results in a temporary lack of work, non-nursing employees may be assigned time off prior to or at the beginning of the shift according to the procedure listed below:

The time off will be offered to the employees within each classification and unit and shift in the following order:

1. Employees who have indicated at least twenty-four (24) hours prior to the start of their shift that they would like benefit time off if possible. If more than one employee has requested time off, time will be decided on a first request basis. Employees mandated off by low need shall not be required to be on call.
2. Volunteers. Time off will be offered in descending order of seniority on each occasion until the individual has accepted an opportunity.

If there are no reassignment options, non-competitive and labor class employees' mandatory time off will be assigned on a rotating basis beginning with the least senior employee scheduled within each classification and unit for the shift where staff is to be reduced in the following order; casual, probationary, part-time, full-time. Employees affected by low need shall not be required to be on call. In addition, when mandatory time off is required in the classification and unit, casual employees will be first selected, then part-time employees and then full-time employees. A full-time employee cannot be impacted by a mandatory low needs day designation more than two (2) working days in a calendar year. If reasonably possible, full and part-time employees will be notified sixty (60) minutes prior to the start of the shift impacted by the low need designation. Notification shall be considered complete when the Employer contacts or documents an attempt to contact the employee.

An employee involved in low need days may opt to take time off without pay or may use benefit time. Use of low need days without pay will be deemed as time worked for purposes of accrual of benefits and seniority.

**Section 6. Vacancy:**

- A. Whenever a job vacancy in a full-time or part-time position covered by this agreement occurs and it is contemplated that such vacancy will be filled, a notice of such opening shall be posted for 10 calendar days on the C.S.E.A. bulletin board and forwarded to the CSEA Unit and Local Presidents. The notice will indicate the title, minimum qualifications, pay and location. In addition, in the case of vacancies in full-time positions, the shift, days and hours associated with the position shall also be posted. The Facility will make its best effort to utilize "fixed" shifts; however, some positions may be posted as "floating", not "fixed" shifts.
- B. During the positing period all employees who wish to apply for the open position may do so. The application shall be in writing, and it shall be submitted to the Human Resources office.
- C. A vacancy will be filled based on qualification for the job, ability and competence to do the work, training, and work/attendance record. If the above factors are equal, in the opinion of management, then seniority shall apply.
- D. Successful bidders on jobs will have an orientation period of up to 30 days. At any time during this 30-day period, the employee may be disqualified for lack of qualifications and ability.
- E. In emergency staffing situations, a position may be filled on a temporary basis during the posting and hiring period, as defined by contract.

**ARTICLE IV TENURE - DISCHARGE AND DISCIPLINE**

**Section 1. Removal or Disciplinary Action**

Removal or disciplinary action shall be in accordance with Section 75 of the Civil Service Law and shall apply only to persons holding a position by permanent appointment in the competitive class of the classified Civil Service section of the County of Lewis.

A person against whom removal or disciplinary action is proposed shall have written notice thereof and of the reasons therefore, shall be furnished a copy of the charges preferred against him/her and shall be allowed at least eight days for answering the same in writing. The hearing upon such charge shall be held by the officer or body having the power to remove the person against whom such charges are preferred, or by a deputy, or other employee of such officer or body designated in writing for that purpose. In case a deputy or other employee is so designated, he/she shall, for the purpose of such hearing, be vested with all the powers of such officer or body and shall make a record of such hearing which shall, with his/her recommendations, be referred to such officer or body for review and decision. The person or persons holding such hearing shall upon the request

of the person against whom charges are preferred; permit him/her to be represented by counsel, and shall allow him/her to summon witnesses in his/her behalf. The burden of proving incompetency or misconduct shall be upon the person alleging the same. Compliance with technical rules of evidence shall not be required.

Other subdivisions of Section 75 of the Civil Service Law shall also apply.

## **Section 2. Discharge and Discipline**

- A. Discharge, Discipline or Other Penalty:  
The hospital shall have the right to discharge or to otherwise discipline an employee for just cause.
- B. Procedures:
1. Within five (5) work days after the discipline of an employee covered by this agreement (or sooner if practical), the hospital will provide the disciplined employee and local president, with a written statement of the reason for which the discipline was imposed. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure (including the arbitration step if necessary). If such an employee is covered by Section 75 of the Civil Service Law, it may be processed either by the grievance and arbitration procedure or by a hearing as provided by said section of Civil Service Law, as such employee may elect. The election of either procedure precludes the use of the other.
  2. Such employee must indicate in writing to the Department Head within five (5) work days of notification that disciplinary action is being imposed, then he/she elects either to exercise his/her rights under the grievance, and arbitration procedure or the rights provided by Section 75. Failure to exercise such option as provided will automatically foreclose use of the grievance and arbitration procedure.
  3. Miscellaneous:
    - A. Notwithstanding section 2. B.1. above, employees who believe they have been disciplined too severely or without good cause are entitled to utilize the grievance procedure outlined in Article V of this CSEA contract, which shall preclude the use of the Civil Service Law Section 75 procedure.
    - B. A period of one year during which an employee experiences no disciplinary problems will nullify any previous violations or incidents for purposes of implementing the disciplinary procedures contained in this policy.



## ARTICLE V GRIEVANCE PROCEDURE

### **Section 1. Declaration of Policy**

In order to establish a more harmonious and cooperative relationship between the Employer and its public employees, it is hereby declared that the purpose of this resolution is to provide for the settlement of certain differences between the employees and the Employer through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination, or reprisal.

### **Section 2. Definitions** As used herein; the following terms shall have the following meanings:

- A. "Public employee" or "employee" shall mean any person employed and compensated by the Employer.
- B. "Department Head" shall mean an individual who has been given the responsibility to administer and supervise a departmental unit, i.e., nursing service, food service, business office, etc.
- C. "Supervisor" shall mean any person, regardless of title who is assigned to exercise any level of supervisory responsibility over public employees.
- D. "Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work and approves his work performance.
- E. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing contract.
- F. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given under the terms of this article.

### **Section 3.**

- A. Every public employee shall have the right to present his grievances to his/her employer in accordance with the provisions of this Agreement free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this resolution shall provide the right to be represented by a Union Representative at any or all stages thereof if the employee so chooses.
- B. It shall be a fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.
- C. It shall be the responsibility of the head of each department/unit to take such steps as may be necessary to give effect to the provisions of this Agreement.

- D. The informal resolution of differences prior to initiation of action under the formal grievance procedure is to be encouraged.

#### **Section 4. Grievances and procedural requirements**

##### **Stage I - Initial Presentation**

- Step 1. An employee who claims to have a grievance shall present his/her grievance to his/her immediate supervisor, department manager or charge nurse in writing within seven days after knowledge of events and circumstances constituting the grievance.
- Step 2. The immediate supervisor, department manager or charge nurse shall discuss the grievance with the employee, shall make such investigation as he/she deems appropriate and shall consult with his/her superiors to such extent as he/she deems appropriate, all on an informal basis.
- Step 3. Within three days after presentation of the grievance to him/her, the immediate supervisor, department manager or charge nurse shall make a decision and communicate the same in writing to the employees presenting the grievance, and to the employee's Union representative, if any.

##### **Stage II - Second Stage**

- Step 1. If an employee presenting a grievance is not satisfied with the decision made by his/her immediate supervisor, department manager or charge nurse, he/she may, within five days thereafter, request a review and determination of his/her grievance by the Administrative Team Leader. Such request shall be in writing utilizing the prepared CSEA standard form and shall contain the name and position of the aggrieved person, events or conditions, including dates if appropriate, constituting the grievance, identification of the contract provisions involved, identity of the responsible parties and a general statement of the nature of the grievance and the redress sought. A copy of such request must be forwarded to the Human Resources Department at the time of requesting a review under this section.
- Step 2. The Administrative Team Leader or his/her nominee may, and at the request of the employee, will hold a hearing within five days after receiving the written request and statement from the employee. The employee and his/her Union representative, if any, may appear at the hearing and present oral statements or arguments.

- Step 3. Within five days after the close of the hearing or within eight days after the grievance has been submitted to him/her if there is no hearing, the Administrative Team Leader or his/her designee shall make his/her decision and communicate the same in writing to the employee presenting the grievance and to the employee's Union representative, if any.

### **Stage III – Third Stage.**

If the Administrative Team Leader or his/her designee's answer is unsatisfactory to the employee, the employee may, within ten days of receipt make a written request for a hearing with the Chief Executive Officer. The Chief Executive Officer shall convene a hearing ten days from the date of notification by the employee. The Chief Executive Officer shall render a decision within three days of the hearing. Failing a satisfactory resolution to the grievance, the employee shall have the right to proceed to Stage IV of the grievance procedure.

### **Stage IV - Arbitration**

- A. Should the Chief Executive Officer's decision not be acceptable to the employee, the CSEA, Inc. shall have the right, within thirty (30) days of receipt of the decision, to proceed to binding arbitration as conducted by the Public Employees Relations board. The cost of the proceeding shall be jointly shared by the Employer and C.S.E.A., Inc.

The Arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of the agreement or any amendment or supplement thereto.

The Decision and Award of the Arbitrator shall be final and binding on all parties.

### **Waiver or Extension of Time; Time for Discussions and Hearings**

1. The time limitation for presentation and resolution of grievances as herein above fixed may be waived or extended by mutual written agreement of the parties involved.
2. All discussions and hearings between an employee, his/her immediate supervisor and Department Head shall, so far as practical, be conducted during regular working hours.

## ARTICLE VI VACATION

**Section 1.** Full-time and part-time employees shall earn .0460 (approximately one day per month) of an hour for each regular hour worked and/or paid benefit hour during their first 10,400 hours (5 years).

**Section 2.** Full-time and part-time employees shall earn .0575 (approximately 1-1/4 days per month) of an hour for each regular hour worked and/or paid benefit hour during their next 10,400 hours (5 years).

**Section 3.** Full-time and part-time employees shall earn .0767 (approximately 1-2/3 days per month) of an hour for each regular hour worked and/or paid benefit hour upon accumulation of 20,800 hours (10 years).

**Section 4.** Full-time and part-time employees will be allowed to accumulate 200 hours of vacation.

**Section 5.** Upon termination of an employee, either by resignation or retirement, and only when there is proper notification (a minimum of two (2) weeks), any unused vacation credits are to be compensated at the employee's regular rate of pay.

**Section 6.** Optional methods of using vacation hours: May be used in a lump sum of the total hours earned as of the beginning date of vacation, or in any combination of hours (minimum of 1 hour) as the employee chooses, upon the approval of the head of the department.

**Section 7.** Requests for vacation must be submitted to the Department Head within a reasonable time to provide scheduling or by past practice of the department involved.

**Section 8.** Legal Holidays are not chargeable against vacation credit.

**Section 9.** An employee must have worked a minimum of 1040 hours (approximately six (6) months) for the hospital before being permitted to use vacation time.

**Section 10.** Vacation days may not be converted to paid sick leave once vacation period has begun.

**Section 11.** Paid sick leave may not be used in place of scheduled holiday time off.

**Section 12.** Vacation time may be paid in lieu of being used as time off from duty by mutual agreement of the employer and the employee.

## ARTICLE VII HOLIDAYS

**Section 1.** Full-time employees who in the judgment of the Department Head can be spared without interfering with the operation of the department will be allowed time off with pay to observe the following holidays:

- |                                  |                     |
|----------------------------------|---------------------|
| A. New Year's Day                | E. Labor Day        |
| B. Martin Luther King's Birthday | F. Thanksgiving Day |
| C. Memorial Day                  | G. Christmas Day    |
| D. Independence Day              |                     |

**Section 2.** Employees required to work on a holiday will be paid double time their normal rate.

**Section 3.** Holidays which fall on Sunday will be observed on the following Monday. If a holiday falls on Saturday, the employee will be granted an additional day off with pay. Whenever possible and at the convenience of the department this will be the preceding Friday.

**Section 4.** If a holiday occurs during a vacation period, it will be considered as a holiday and not as vacation time.

**Section 5.** If a holiday occurs on a scheduled day off, the employee will be granted an additional day off with pay. If such day off with pay cannot be scheduled within thirty (30) days after it is earned, the employee will be paid for the day in lieu of a day off from work.

**Section 6.** To qualify for holiday pay, an employee must work his/her regularly scheduled shift immediately preceding and succeeding a holiday, unless absent as a result of accident, bona fide illness, death in the immediate family, or other valid reasons, specifically approved by the Administrator.

**Section 7.** Paid sick leave may not be used in place of scheduled time off.

## ARTICLE VIII PERSONAL LEAVE DAYS

**Section 1.** All full-time employees will earn 3-1/3 hours for each full calendar month worked or when fringe benefit time is accrued.

**Section 2.** No other reason than "Personal" need be given when requesting personal leave.

**Section 3.** Except in emergency situations, at least 24 hours advance notification must be given when requesting personal leave.

**Section 4.** Must receive approval from Department Head or his/her designee.

**Section 5.** No more than two personal leave days may be taken from October 1st to December 31st of a calendar year.

**Section 6.** Total personal leave is not to exceed 40 hours in any one calendar year.

**Section 7.** Only 40 hours of personal leave may be carried from one calendar year to the successive year.

**Section 8.** Upon termination of an employee by voluntary resignation or retirement (minimum two (2) weeks advance notice), any unused personal leave credits are to be compensated at the employee's regular rate of pay.

**Section 9.** An employee must have worked a minimum of 1040 hours (approximately six (6) months) for the facility before being permitted to use Personal Leave Days.

### **ARTICLE IX FUNERAL LEAVE**

**Section 1.** Full-time and part-time employees may be granted up to a total of three (3) days off per instance of death in the immediate family. Normally, the three (3) days immediately following the death will be granted off. In instances where funeral activities are scheduled to take place at a later date, use of one or more of these days may be deferred. Pay will be given for those of the three (3) days that the employee had been scheduled to work. The immediate family shall include grandparents, grandchildren, brother, sister, spouse or life partner/significant other, child, parent/guardian, and in-laws (brother, sister, son, daughter, mother, father, and grandparents), and stepbrother, step sister, step son, step daughter, step mother, step father, step grandparents. With regard to all others with whom the employee may have a close relationship, an employee may be granted the day of the funeral off with pay, after receiving the approval of the Human Resources Manager, such approval not to be unreasonably withheld.

**Section 2.** If an employee, while on vacation, should be subject to a death in the family, said time shall be computed as per the funeral leave clause and not vacation time.

### **ARTICLE X LEAVE FOR CSEA MEETINGS**

**Section 1.** Properly designated members of the Association shall be permitted to attend statewide board of director's meetings and/or statewide conventions, without charge to leave time, upon the following conditions:

- A. A total of 12 days per year may be used.
- B. Employees attending will be at the discretion of the Hospital Unit.
- C. Such leave will be given only when the absence of the affected employee will not interfere with the operation of the employee's department as determined by the Department Head.

## ARTICLE XI RETIREMENT

**Section 1.** The Facility shall provide the New York State Retirement Plan with coverage under the Retirement and Social Security Law, or such other coverage as mandated by New York State Retirement and Social Security Law, Rules and Regulations.

**Section 2.** All full-time employees are required to join upon employment with the Facility or upon change of status to full-time. Part-time employees may but are not required to join the Retirement Plan.

## ARTICLE XII HEALTH/DENTAL PLAN

**Section 1.** The facility shall provide the New York State Health Plan, or a plan providing basically equivalent or better coverage, such as Blue Cross Supreme Plan, for all employees who qualify under the New York State regulations governing such plan. The facility shall provide the CSEA Employee Fund Dental Plan – Family coverage will be effective 1/1/87. Eligibility shall be determined by Health Insurance eligibility currently in effect.

**Section 2.** All full and part-time employees shall contribute to the cost of premiums for individual and family health insurance coverage as follows:

2008 - 18%  
2009 - 18%  
2010 - 20%  
2011 - 23%

**Section 3.** Seasonal or temporary employees whose anticipated period of employment is less than six (6) months are ineligible for coverage.

**Section 4.** County employees shall have at least ten (10) years of full-time continuous service with Lewis County and retired from said County to continue health insurance coverage in retirement. For retirees with a hire date prior to 7/1/90, the County shall pay one hundred percent (100%) of the single rate and the employee shall pay one hundred thirty seven dollars and twenty two cents (\$137.22) per month as of July 1, 2003, toward the dependent's rate. This employee dependent cost shall be adjusted accordingly by the same percentage change to the cost of the dependent coverage as billed, with the County paying the balance. For all retirees hired after 7/1/90, contribution rates shall follow the contract for active employees.

**Section 5.** The Employer has the right to change to a health/dental care, prescription drug plan providing basically equivalent or better coverage with existing eligibility rules after a review by the Union that does not exceed sixty (60) calendar days.

**ARTICLE XIII LEAVE OF ABSENCE FOR FULL AND PART-TIME  
PERMANENT EMPLOYEES**

**Section 1.** Leaves of absences without pay may be granted at the employer's discretion to employees who have a minimum of one (1) year of service with the facility.

**Section 2.** Leaves shall not exceed in the case of full-time employees, nine (9) months, and in the case of part-time employees, six (6) months.

**Section 3.** Benefits will be neither accrued nor lost during an approved leave. Benefits will begin to accrue again on an employee's date of return to work.

**Section 4.** Upon returning to work, the employee will be placed in the same position, or a comparable position in the Hospital. The Employer is not required to provide the same location to the returning employee. The Employer is only required to make a reasonable effort to provide the same location. If shift has changed, the shift with the majority of hours previously worked will apply.

**Section 5.** A request for a leave of absence must be submitted to the Human Resources Director or his/her designee at least 30 days prior to the anticipated effective date of the leave of absence except for bona fide emergencies. A request for such leave must be submitted on forms provided for this purpose. The employee will be notified of the status of his/her request two weeks in advance of the effective date of the leave.

**Section 6.** A request to return to duty prior to the designated termination date of a leave of absence must be submitted at least two weeks prior to the date the employee wishes to return to work. The approval or disapproval for early return to work will be given to the employee within two weeks of the request submission date.

**Section 7.** Benefits will begin at the official date of return unless specific waiting periods are required due to other rules and regulations.

**Section 8.** Leaves of absence without pay are granted under the following conditions:

- A. **Maternity** - A leave of absence shall be granted for the following conditions:
1. The employee holding a position with the hospital shall submit a written request for such leave at least four (4) weeks prior to her anticipated departure from the position. The request must include the anticipated departure date and the probable duration of the leave. Such leave shall be granted for a period of not more than nine (9) months.
  2. For any portion of leave of absence, which shall be covered by sick leave provisions, a physician statement must be submitted indicating when the employee must leave their employment and when their health status permits resumption of duties.



3. Earned leave credits, i.e., vacation days or personal days may be applied to such leave in addition to sick leave credits.
  4. Prior to returning to work from a Maternity leave, the employee must present a statement from a physician attesting to the employee's recovery and physical fitness to perform her duties.
  5. An employee who is pregnant may continue to work as long as her physician indicates she may perform her duties. An employee will be eligible to return to employment prior to expiration of a leave of absence, provided that her physician approves and that it is administratively appropriate.
- B. Education - A leave of absence for education purposes that will jointly benefit the hospital and the employee may be granted by the Administrator or his/her designee. An employee returning from an educational leave will be considered for placement in the next available upgraded position for which the individual would be qualified.
- C. Personal Illness - A leave of absence for personal illness of the employee, a member of the employee's immediate family (as identified in Article IX), or of members of the employee's immediate household may be granted to full-time employees. Such leave request may be granted for a period not to exceed six (6) months.
- D. Adoptions -
- (1) In most cases of legal adoption under Article 7 of the Domestic Relations Law leave for child-rearing purposes shall be granted where the adoptive child is required to reside with the adoptive parents for at least six months prior to an order of adoption being made. In such cases leave for child rearing purposes shall be granted for six months commencing from the date the adoptive child begins actual full-time residence with the adoptive parents. Additional leave for child-rearing leave shall not exceed a period of one (1) year.
  - (2) Leave without pay for child-rearing purposes as provided herein shall be available to one of the parents only. Upon commencement of such leave, an employee shall be permitted to reduce the period of unpaid leave by utilization of appropriate accrued leave credits. Paid sick leave shall not be provided in this provision.

**Section 9.**  
open:

Workers' Compensation - For those eligible employees whose position is being held

- A. A request to return to duty from a compensation case must be submitted in writing to the Human Resources Office and Department Head with a doctor's certificate indicating date of return and any restrictions related to their work responsibilities. Department Head/Supervisor will place employee back on schedule as soon as one day or no later than two weeks from date of return as determined by physician.

Individuals replacing employees on compensation leave will be notified they may have as little as one day or up to two weeks notice that they will be taken off the schedule or placed on another shift, if needed.

**Section 10.** A leave of absence with pay may be granted for the following:

Jury Duty or Court Attendance – On proof of the necessity for jury service or attending court pursuant to subpoena or other order of the court in relation to job performance, an employee shall be granted leave of absence by the Human Resources Director or his/her designee. In the event of jury service by an employee, the employee shall receive his/her regular pay reduced by the per diem amount allowed for jury duty. Mileage reimbursement is excluded.

Military Leave – Shall be governed by State and Federal Laws covering said leaves.

**Section 11.** Family and Medical Leave Procedure

The facility grants employees leave for family or medical reasons as required by the Family and Medical Leave Act of 1993 ("FMLA"). To be eligible, an employee must have been employed by Lewis County General Hospital for at least twelve (12) months prior to the leave, and have worked 1250 hours (an average of approximately 24 hours a week) during the twelve (12) month period prior to the leave. The FMLA mandates each employee be entitled to a twelve (12) week leave in any twelve (12) month period.

An employee is entitled to take leave for one or more of the following circumstances:

- a) the birth of a child of an employee and to care for the child.
- b) the placement of a child with an employee for adoption or foster care
- c) to care for the spouse, child or parent of an employee, if the family member has a serious condition.
- d) an employee is unable to perform one or more of the essential functions of the employee's position because of the employee's own serious health condition.

The Facility may require an employee to present his health care provider's certification of the employee's serious health condition, and may also require a medical certification that the employee is able to return to work.

An employee is restricted to one (1) leave in any twelve (12) month period.

The leave may be a combination of paid (through use of benefit time) or unpaid time off.

During the leave, the employee is entitled to the same health insurance benefits on the same terms as if the employee had never taken a leave.

Upon return from a family or medical leave, an employee will be returned to his or her previous position, or to an equivalent position.

**Section 12.** Employees who are on an approved leave may not perform work for any other employer, unless such employee is on approved military leave or otherwise agreed to by the Chief Executive Officer of the Employer.

## ARTICLE XIV INCREMENTS

### **Section 1. Annual Increments**

Each employee shall be entitled to an annual increment up to maximum grade in which his/her position is allocated only if the increment is recommended by the Administrator or his/her designee. The increment can take effect only on the first day of January. An employee must work six months before he/she is entitled to an increment.

The increments in the salary ranges are intended to be not only a recognition for continued service, but also a reward for merit.

If an employee receives an unsatisfactory rating and consequently is not granted an increment step, then the employee will have the right to appeal the unsatisfactory rating. The Appeal Board would be, in fact, the same procedure as followed by Grievance Appeal Board.

### **Section 2. New Appointments**

On employment all newly appointed employees will be paid in accordance to rates on the current salary scale. Considerations shall be given to previous experience, but in no event shall an employee be hired above Step 7. Written notification shall be provided to the Union.

Probationary period for all employees will be 8 weeks, but may be extended up to 52 weeks with written notification to the employee. During that time period, an employee can be terminated for incompetency and/or violation of conditions of employment, work rules, policy/procedure without the need for progressive discipline.

A new employee is an individual hired for the first time or an employee changed to a new job classification.

### **Section 3. Employee Reclassification (Movement to different job classification).**

When an employee moves to a different job classification that employee will be placed in the step on the salary schedule which, in the discretion of the Employer, appropriately reflects prior related experience.

**Section 4.** Increments may be granted to all part-time employees who have worked 2,080 hours.

## ARTICLE XV TEMPORARY ASSIGNMENTS

**Section 1.** Temporary limited assignment to a higher step position.

The employee shall receive the minimum pay rate of the higher step position unless his or her present rate of pay exceeds such minimum. In the event the temporary limited assignment is for a period of three (3) months or more, the employee will be compensated in accordance with Article XIV increments.

**Section 2.** Temporary assignments due to filling positions for leave purposes.

- A. Shall be for length of leave.
- B. Salary will be at rate for definition of employment.
- C. Shall receive fringe benefits in accordance with Article II, Section 8 definition as used throughout this agreement, with exception of Article XIII provision.

## ARTICLE XVI SAVING CLAUSE

If any article or section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal, or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addendum shall not be affected.

## ARTICLE XVII EMPLOYEE TRANSFERS

**Section 1.** Whenever an employee transfers from full-time to part-time status, fringe benefits will be adjusted as follows:

- A. Seniority will be transferred.
- B. All accrued vacation time will be transferred.
- C. Subject to Article VIII, Section 7, all accrued personal time will be paid.
- D. Total accumulated sick time hours will be transferred.
- E. Rate of pay will remain the same.
- F. Full time employees hired prior to July 1, 1990 shall receive health/dental coverage at the contribution level for pre-July 1, 1990 hired employees.

**Section 2.** Whenever any employee transfers part-time to full-time status, fringe benefits will be adjusted as follows:

- A. Accrued vacation time will be transferred.
- B. Total accumulated sick time hours will be transferred.
- C. Seniority will be transferred.

**Section 3.** Any employee voluntarily transferring to a per diem position shall maintain pay rate only, however, Effective January 1, 2001:

- A. When an employee transfers from FT and/or PT, without a break in service, to per diem:
  - 1. Rate of pay will remain the same.
  - 2. Seniority hours will be transferred (in accordance to Article III Seniority).
- B. When a former FT or PT employee transfers from per diem, without a break in service, to FT and/or PT:
  - 1. Rate of pay will remain the same.
  - 2. Seniority hours will be transferred.
  - 3. Vacation, PL, Holidays, Health/Dental in accordance to the guidelines of the contract.

Transfer to a FT/PT position is contingent on a successful bid on a job vacancy.

- C. When an employee who originates as a per diem transfers from per diem, without a break in service, to FT and/or PT:
  - 1. Rate of pay will remain the same.
  - 2. Seniority hours/original date of hire as a per diem will be transferred as it applies to payment of health/dental premiums, filling of vacancies, and layoff/recall only.

## ARTICLE XVIII SICK LEAVE

**Section 1.** Absence from duty by an employee of the Facility by reason of the employee's own sickness or disability shall be allowed as provided in this section and not otherwise. Absence from duty for such reasons, if duly granted by the Department Head, shall be considered and known as "sick time". Sick time will be accrued for all full-time employees, regardless of date of hire, at the rate of .0346 per paid hour up to a maximum accrual of 72 hours (the equivalent of nine (9) sick days per year). All part-time employees who work more than 36 hours per pay period will earn sick time prorated to the full time equivalent in this section.

**Section 2.** Sick time shall not be used until an employee has completed three (3) months of continuous service. All employees will be allowed to accumulate a maximum of 1440 hours in unused paid sick time.

**Section 3.** To be eligible for sick time pay, an employee who is sick is to report the intended absence to his/her supervisor no later than two hours prior to the scheduled starting time and indicate the reason of his/her absence. If the supervisor is not available then the employee should provide the notification to designee.

**Section 4.** A physician's statement verifying the employee's incapacity to perform the job duties shall be required upon the request of the Employer in case of:

- a) absence of three (3) consecutive work days or more;
- b) sick time taken on day(s) where other paid leave credits or absences have been previously requested and disapproved;
- c) for sick time taken immediately preceding or following vacation days or holidays;
- d) sick time taken on more than one (1) holiday in a calendar year on which the employee is scheduled and required to work
- e) unverified absence in excess of five (5) days (or the equivalent in hours) in a quarter (3 month period).

**Section 5.** Any employee covered by this agreement found to have requested paid sick time or has been paid sick time as a result of a fraudulent or false claim for such sick leave pay shall be subject to disciplinary action.

**Section 6.** Paid sick leave may not be used in place of scheduled holiday time off.

**Section 7.** In the event of resignation/termination accumulated and unused sick time shall not be paid.

**Section 8.** In addition to personal illness of the employee, the following types of absence, when approved by the Department Manager, may be charged against accumulated sick leave credits:

- A. Serious illness in the employee's immediate family. This shall mean a crisis or severe health emergency (a normal pregnancy does not constitute a serious illness unless there are complications during the time of delivery as determined by the physician). It does not include colds, headaches, physical examinations, etc., for which a family member may remain at home and the employee may have a desire to remain at home also. The immediate family shall include grandparents, brother, sister, spouse, child, mother, father of the employee or spouse.

- B. Personal visits for doctor or dental appointments. Such appointments are known in advance and notification must be provided to the employee's supervisor. Time allowed for such appointments is based on location of the physician's or dentist's office, travel time if necessary, and emergency situations.

Example: If an employee has an appointment scheduled for 1:00 p.m. in Lowville, the time allowed would not be for a total day. Employees should try to make scheduled appointments to fit their work schedules.

**Section 9.** Sick time will not be paid for any absence that occurs during the last two (2) weeks of employment prior to termination. Under extreme conditions, the employee may appeal to the Hospital Administrator, whose decision shall be final and binding.

**Section 10.** The Hospital and Union will create a committee to offer disability insurance to unit employees with the understanding any such disability insurance will be paid for by the employees and not the Hospital. Both parties will submit proposals (with CSEA making the final decision) to offer short-term disability insurance coverage to unit employees, who so elect such coverage, and that unit employees will pay the full cost of the coverage. The commencement of this coverage is to occur on or before July 1, 2002 and that New York disability insurance currently provided will cease at that time.

## **ARTICLE XIX ADMINISTRATION OF SICK LEAVE AND CALL-INS (Effective Date July 1, 2002)**

**Section 1.** It is the policy of Lewis County General Hospital to provide sick leave with pay for all eligible employees whose absence from work is required by personal disability, illness, injury and family illness.

**Section 2.** The use of sick leave and call-ins will be administered as follows:

- A. Unscheduled absences will be viewed as per occurrence. For example, you fall downstairs at home and are out 5 days = one occurrence. You crack your tooth and miss your shift = one occurrence. Your child is unexpectedly ill and you miss two days = one occurrence. You become ill at work and cannot complete your shift = one occurrence.
- B. An occurrence is an absence from regularly scheduled work hours, excluding FMLA Leave.
- C. Unscheduled absence occurrences that exceed four (4) in any rolling 12-month period may in the sole discretion of the Hospital subject themselves to progressive discipline.
- D. Occurrences will be recorded on a rolling 12-month time frame.
- E. A record of absences will be cleared by one absence if no absences are recorded for 90 days. This does not apply to any absence incentive program.

- F. If a verifiable illness repeats itself resulting in an absence within a one (1) month period, only one occurrence will be counted.
- G. In the event that either an employee or family member residing with an employee is hospitalized for any reason it will not be counted as an occurrence.
- H. Approved vacation or personal time is not considered an unscheduled absence. An employee getting paid a vacation or personal day does not constitute approval under this section. The terms and conditions constituting approval for a vacation or personal day are covered under Article VI and Article VIII of the collective bargaining agreement. In addition, approved and documented personal visits for doctor or dental appointments (as defined in Article XVIII, § 7 B) will not be considered an unscheduled absence.
- I. All provisions of the current CSEA agreement apply.
- J. Absences for five (5) days or more will require a physician's statement.
- K. Sick leave may be used for on-the-job injuries only if the worker's compensation process is followed.

**ARTICLE XX SICK LEAVE INCENTIVE  
(Effective July 1, 2002)**

As an incentive for bargaining unit members to further improve attendance and to further reduce excessive or unwarranted absenteeism rates and to continue to foster high standards of productivity and accountability among employees, the facility agrees to grant all regularly scheduled full-time and part-time employees covered by this agreement an annual attendance incentive subject to the schedule below and payable in a regular check in the month of August of each year of this agreement. A rolled back occurrence as described in Article XIX, § 2(E) will not qualify for this incentive.

The attendance incentive shall be paid in accordance with the following schedule subject to the number of paid sick days (or any portion thereof of a day) used during the twelve (12) months immediately preceding July 1 of each year:

Paid sick days used in the twelve (12) months, July 1 - June 30th.

0 - paid sick days used	\$250.00
1 - paid sick day used	\$175.00
2 - paid sick days used	\$100.00



The Employer will use the following criteria for processing incentive bonuses:

- (1) Payroll calendar basis
  - a. Pay dates July 12, 2007 - July 10, 2008 - this represents the calendar dates June 18, 2007 through June 29, 2008).
  - b. Pay dates July 24, 2008 - July 9, 2009 - this represents the calendar dates June 30, 2008 through June 28, 2009).
  - c. Pay dates July 23, 2009 - July 8, 2010 - this represents the calendar dates June 29, 2009 through June 27, 2010).
  - d. Pay dates July 22, 2010 - July 7, 2011 - this represents the calendar dates June 28, 2010 through June 26, 2011).
- (2) Status (FT, PT, Casual) as of June 30<sup>th</sup>
- (3) New Hires - employees hired prior to January 1<sup>st</sup> would be prorated. New hires incentive is based on attendance.
- (4) Any changes to this procedure will not bar the employer from recovering monies due as a result of changing from a payroll basis to a calendar basis.

## **ARTICLE XXI SUBSTANCE ABUSE POLICY**

The Facility and the CSEA maintain a firm, joint commitment to provide a safe and healthy work environment for the facility's employees, and to deliver services to our patients in a safe and conscientious manner. In order to further this responsibility, the Facility has instituted a policy to address the risk of substance abuse at our facility and to make certain that our high quality of service is maintained. While we are not aware of widespread drug or alcohol abuse at the Facility, it would be naive to assume that no such problems exist.

The substance abuse policy is as follows:

1. An employee who reports for work in an impaired condition or becomes intoxicated while on duty, as a result of the use of illicit or illegal drugs, or due to the consumption of alcohol, shall be subject to discipline, up to and including discharge.
2. An employee who, while at the workplace, is engaged in the use, sale, or possession of narcotics, illicit or illegal drugs, or controlled substances, or the possession or use of intoxicants shall be subject to discipline, up to and including discharge.
3. An employee who engages in off-the-job use of illegal drugs or alcohol, which results in impaired work performance, shall be subject to appropriate discipline, including discharge.
4. It shall be the responsibility of each employee who observes another employee in a condition which impairs his or her ability to perform his or her job duties, or poses a hazard to the safety and welfare of others, to promptly report the incident to his or her immediate supervisor.

5. Employees must report the use of any medically prescribed, authorized drug, which may impair work performance, to such employee's immediate supervisor, and must provide proper written medical authorization from a physician, documenting such employee's ability to perform his or her job function while under the influence of medically authorized and prescribed drugs.
6. Where there is reasonable suspicion, at the discretion of the Facility employee lockers may be searched. Any employee found to have illicit or illegal drugs, drug paraphernalia, or alcoholic beverages in his/her locker will be subject to appropriate discipline up to and including discharge.
7. Whenever the Facility has a reasonable suspicion that an employee is using illicit or illegal drugs or using legal drugs illegally, or using other intoxicants while at the workplace, or is engaged in at-home use which impairs workplace performance, the Facility reserves the right to require the employee to submit to breath, blood, and/or urine test.

Reasonable suspicion is defined as having sufficient knowledge to induce an ordinarily prudent and cautious person to act under the circumstances.

When a supervisor reasonably suspects an employee is impaired, the supervisor must contact the Chief Executive Officer or the Administrator's designee. It is this person's responsibility to initiate the investigation of the allegation. The authorized investigator must personally observe the employee's behavior to verify the suspicion. If the investigator believes there is sufficient evidence for a test, his/her observations must be recorded on a form designated for the purpose.

Once it is determined a test is appropriate; the employee shall have access to union representation.

During the testing process, the employee will produce three samples. The employee is given one of the three samples and should keep it until the matter is resolved.

Refusal to sign the test consent form shall be grounds for discipline, up to and including discharge. Refusal to submit to such a test shall be grounds for discipline, up to and including discharge. Positive test results shall be cause for discipline, up to and including discharge.

When a drug dependency or alcohol problem has been identified, the Facility shall assist the employee in meeting employee's responsibility to correct or alleviate the problem using the services of those agencies capable of providing the best rehabilitative assistance. Resource information and referral agencies for all employees who need assistance with their health problems will be provided by the Facility. If an employee refuses or does not attempt to correct this health problem, the employee shall be subject to disciplinary action, up to and including discharge. Employee dependence problems that manifest themselves in alcohol or drug use on the Facility premises or

off premises use which impacts upon behavior at the Facility, shall subject that employee to disciplinary action, up to and including discharge. In all circumstances, the safety and welfare of the patients/residents, their families, visitors and other employees shall be of first priority.

8. The phrase "impairs work performance" shall include excessive tardiness or absenteeism, dramatic change in work performance or personality, or physical state, etc. (i.e., staggering, slurred speech, impaired coordination, smell of alcohol on breath etc.).
9. Confidentiality of testing and test results shall be maintained.

The Facility maintains the right to monitor an employee's attempts to correct a dependence problem, including receiving reports from therapists and counselors, and follow-up testing if deemed necessary to detect compliance with this policy.

The Human Resources Director or his/her designee shall be responsible for implementing and enforcing this policy. The Facility earnestly solicits the understanding and cooperation of all employees in implementing this policy. Questions should be directed to the Human Resources Director with assurance that inquiries will be kept confidential.

## **ARTICLE XXII SCHEDULING/PAY PERIODS**

**Section 1.** Work schedule will be posted, whenever possible, at least two weeks in advance. Pay period is Monday through the 2nd Sunday. Employees must verify previous period's time sheet and submit to their Department Head on the Monday starting the pay period.

**Section 2.** Paydays will be every other Thursday.

**Section 3.** Normally, employees will be scheduled in the following order of priority: Full-time, Part-time, and Casual/Per Diem.

**Section 4.** An employee may be allowed to change time scheduled provided the employee arranges suitable coverage for himself, notifies, and receives permission from his/her department head.

**Section 5.** However, nothing in the foregoing shall preclude the right of the department head to schedule work hours in addition to normal schedule. In the event of emergency situations or where the work load becomes unduly heavy provided, however, that employees required to work such additional hours will be given a week's notice whenever possible and are compensated for such additional time as provided for under the existing regulations of this contract.

**Section 6.** Compensatory time will be granted for mandated In-service held on off-duty time; however, must be taken in the pay period in which it was earned or in the following pay period.

Section 7.

- A. For all departments, except those listed in item (b) below, the following process will be followed:

The number of shifts, starting and ending time of shifts, and lengths of shifts may be changed from time to time on a facility-wide or department-wide basis by the facility.

In the event of such changes, the facility will provide the union president with thirty (30) days written notice. Any such change will be implemented only after reasonable negotiations and agreement between the facility and CSEA regarding the proposed changes.

- B. For Physical Therapy, Laboratory, Admitting/Registration, Cardiopulmonary Services, Clinics, Radiology, Occupational Medicine and Ambulatory Surgery the process will be as follows:

1. The facility will provide the union president or designee with forty-five (45) days written and verbal notice and an outline of the change. At the onset of the forty-five (45) days written notice period there will be a two (2) week period in which CSEA can demand and conduct negotiations. After the two (2) week period had expired no negotiations and/or agreement with the CSEA unit is required.
2. Each individual of the department will be contacted as to whether he or she has a preference as to shift assignment.
3. The facility will use departmental seniority in assigning employees to any new shift.
4. Subdivision (B) does not apply to a change in the length of shift.

Section 8. Mandatory Overtime.

- A. There may be times when due to unusual circumstances, mandatory overtime is instituted by Facility Administration, or by a particular Department. Any Department that anticipates a need to schedule overtime will construct and maintain a voluntary roster of interested employees. Qualified employees may volunteer for overtime in work areas other than their own, and may be assigned at the discretion of management. Employees will be assigned to voluntary overtime on the basis of seniority. In instances where a Department's need for overtime staffing is not met by use of the voluntary system referred to above, a mandatory overtime roster will be constructed and maintained. The initial mandatory list shall be in order of reverse seniority (i.e. least senior employee will appear at the top of the list).

Therefore, employees will rotate through the list. In the event an employee is on leave when his or her turn on the mandatory list is reached, the employee will be required to fulfill his or her mandatory overtime obligation as soon as the overtime is needed after the employee returns to work.

Overtime lists will be maintained by job title. Both full-time, part-time and casual employees will be allowed to volunteer for the voluntary list, and shall be included on the mandatory list.

If an employee works overtime on a voluntary basis, then the employee will not be required to fulfill a mandatory overtime obligation within twenty-four (24) hours of the starting time of the voluntarily worked overtime.

For purposes of overtime lists, the following shall constitute Departments, as referred to above:

- 8741 - Infection Control
- 8460 - Central Supply
- 8618 - Clinics/Physician Offices
- 6611 - SNF Nursing
- 7572 - Activities
- 6910 - Adult Day Care
- 8350 - Social Services
- 7210 - Laboratory
- 7320 - Radiology
- 7420 - Respiratory
- 7510 - Physical Therapy
- 7530 - Occupational Therapy
- 7550 - Speech Therapy
- 8470 - Pharmacy
- 7290 - EKG
- 8310 - Dietary
- 8330 - Linen Services
- 8412 - Plant Maintenance
- 8450 - Housekeeping
- 8510 - General Accounting
- 8521 - Patient Accounting
- 8621 - Data Processing
- 8624 - Communications
- 8690 - Purchasing
- 8710 - Medical Records
- 8740 - Patient Care Review
- 8751 - Staff Development

For purposes of overtime lists, the following units shall be treated as one Department:

6010 - M/S Nursing  
6250 - Obstetrics  
6410 - ICU  
6710 - Emergency Room  
7040 - Surgery/Recovery/Ambulatory

Effective July 1, 2002

B. Policy/Procedure: There are instances when employees may be required to work past their scheduled work hours. In order to distribute this requirement, in an equitable manner the following policy and procedure has been established.

1. All staff will be required to work mandatory overtime. This includes full-time, part-time and casual employees.
2. If a staffing shortage occurs, the first attempt will be to staff by voluntary overtime from available staff off duty, then by in-house staff. A volunteer that is off duty will be exempt from doing mandatory overtime for 24 hours from the start of the volunteered time. Anyone in-house or off duty who volunteers to work overtime will automatically be bumped to the bottom of the mandatory list. In the absence of a volunteer, it will be necessary to go to the mandatory list.
3. If the Hospital/RHCF has received adequate notice that mandatory overtime will be required the first person on the mandatory overtime list will be notified at least two (2) hours before the mandatory overtime is assigned. Employees who fail to give adequate notice shall be subject to the progressive disciplinary process. If the employer has not received adequate notice then it will notify the employee as soon as possible.
4. Every employee who may be required to work mandatory overtime will be allowed one refusal to work mandatory overtime per calendar year. This refusal shall exempt the employee from the progressive discipline process.

When an employee chooses to use this one-time exemption to refuse to work mandatory overtime, he/she shall remain in the same position on the mandatory overtime list. In the event that all employees choose to use their one-time exemption to refuse to work mandatory overtime on the same day and shift, the least senior on the list for that shift shall be required to work.

5. Any employee who volunteers to fill an opening (a hole) in a posted schedule will be moved to the bottom of the mandatory overtime list after he/she works the volunteered shift.

6. The mandatory overtime list for CNA's and LPN's will be posted on each unit. On off shifts, the supervisors will have a copy. If a staffing shortage occurs the person at the top of the list will be mandated to stay in the absence of volunteers.
7. Anyone who works any part of a mandatory shift will move to the bottom of the list. For example, if they come in early to help cover the mandated shift, it will count for their mandatory.
8. When possible, employees will be assigned on their normal floor. The employee will be expected to work on other floors if needed.
9. Employees who work mandatory overtime will receive a complimentary meal ticket.
10. Once a new employee completes orientation, the employee will be qualified and expected to do mandatory overtime, which will be explained to them during initial interview with Head Nurses and also during orientation.
11. In cases when an employee refuses to take his/her turn for mandatory overtime, progressive discipline will be done in accordance with the Personnel Policies and the CSEA Contract.
12. All staff is encouraged to review the Mandatory Overtime List regularly and volunteer for overtime to avoid as many inconveniences as possible. A volunteer sign up sheet shall be posted on each floor to coincide with current pay period. Employees will be able to select the date and time he/she is available.

On off shifts, the supervisors will:

1. Ask all available staff on duty if they would like to volunteer for a mandated shift. In the absence of a volunteer, go to the Mandatory List.
2. The supervisors, at their discretion, may make staff switches that allow the employee to stay on their own floor.
3. Make every attempt to find a replacement to minimize the amount of time worked by the staff person doing mandatory overtime. Remind staff that helping to cover a mandated shift will move them to the bottom of the list.
4. Communicate the need for Progressive Discipline to the employee and the Nurse Manager if the employee feels they are unable to stay for any reason. The employee that refuses to do mandatory overtime will remain at the top of the list.

## ARTICLE XXIII COMPENSATION

**Section 1.** All employees shall be eligible for a wage increase as follows:

- A. Effective December 31, 2007: 4%
- B. Effective December 29, 2008: 4%
- C. Effective December 28, 2009: 4%
- D. Effective December 27, 2010: 5%

The wage increases set forth above shall be in addition to any increase an employee may be entitled to under Article XIV.

**Section 2.** All employees to be paid overtime in accordance with their stipulated work schedule (8/40, 8/80, 10/80, 12/40). Overtime hours shall be calculated based on hours worked, plus vacation hours. "Compensatory Time" may be utilized with prior approval of the hospital administrator or his/her designee.

**Section 3.** All personnel subject to call duty will be paid at the rate of \$3.21 per hour. Effective, December 29, 2008, on-call pay will be paid at \$3.34 per hour; December 28, 2009 \$3.48 per hour and December 27, 2010 \$3.66 per hour. Hourly employees will be paid one and one-half times their regular hourly rate for hours actually worked during call period whether or not the full workweek has been fulfilled. The call rate does not apply to hours actually worked during call periods whether or not the full workweek has been fulfilled.

**Section 4.** Payment of \$20 for each major or minor case will be granted to persons called in on hours off for secondary operating room call where not being reimbursed for call time. These amounts will be paid in addition to the regular rate of pay for the persons involved.

**Section 5.** Employees shall be paid premium pay (time and one-quarter or \$1.00 per hour whichever is greater), for all hours worked on a Sunday. This section shall in no way diminish the effects of Section 2 of this contract. Employees assigned to ambulance duty shall be compensated to an additional 50% of their regular hourly rate.

**Section 6.** Mileage shall be paid at the IRS rate to be amended in accordance with effective dates as established by Federal Law.

**Section 7.** A designated charge person shall receive a differential of \$1.43 per hour. Effective December 29, 2008 charge differential will be paid at \$1.49 per hour; December 28, 2009 \$1.55 per hour and December 27, 2010 \$1.63 per hour. The rules that apply to charge designation are set forth below:



## CHARGE DESIGNATION

### HOSPITAL: WORK AREAS

#6010 (Med/Surg)  
#6250 (Maternity)  
#6410 (ICU)  
#6710 (ER)  
#7040 (OR)  
#7050 (Ambulatory)

### RESIDENTIAL HEALTH CARE FACILITY (RHCF): WORK AREAS

#6614 (4<sup>th</sup> Floor)  
#6612 (3<sup>rd</sup> Floor)  
#6653 (2<sup>nd</sup> Floor)  
#6622 (1<sup>st</sup> Floor)

In the above two categories (Hospital and RHCF), there will be one charge designation per shift per work area, as designated by Department Manager or designee.

### **ALL OTHER WORK AREAS**

For all other work areas not listed above, charge designation will be on an as needed basis as designated in writing by Department Manager or designee.

**Section 8.** Shift differential shall be calculated as follows, per hour:

Pay for shift differential shall be determined according to where the majority of hours fall. (i.e.: 12-hour shift 7:00 a.m. to 7:00 p.m. - no shift differential; 7:00 p.m. to 7:00 a.m. - shift differential) for life of contract:

Effective	<u>12/31/07</u>	<u>12/29/08</u>	<u>12/28/09</u>	<u>12/27/10</u>
Evening (3 p.m.-11 p.m.)	1.43	1.49	1.55	1.63
Night (11 p.m. - 7 a.m.)	1.73	1.80	1.88	1.98

In the event a unit employee is called into work or held over for at least two hours and those hours fall within a shift differential time period, then said employee shall receive the shift differential for those hours. Employees permanently assigned to an evening or night shift shall receive shift differential when on paid vacation leave.

**Section 9.** The employer may assign an employee to be a “preceptor” for purposes of orienting a C.N.A., L.P.N. or R.N. to a clinical unit. This shall involve more than the customary familiarization and assistance in orienting a new employee. In no event shall the patient load of both preceptor and orientee(s)

be greater than the patient assignment for which the preceptor would have otherwise been assigned had the nurse not been designated as preceptor. Prior to accepting preceptor duties, the employee shall receive a structured in-service course on precepting, which shall include individual classroom instruction as well as written materials. An employee designated as a preceptor shall receive a differential of \$.50 per hour for each shift designated to perform preceptor duties. Preceptor duties shall end at the conclusion of the employee's orientation.

**Section 10.**

1. A full-time registered nurse in any clinical area who attains certification through a nationally recognized accredited certification program recognized by the Hospital will receive additional compensation of five hundred dollars (\$500) per annum as long as certification is maintained and remains current, and the employee continues to work in the clinical practice area as defined in Article III, Section 5A, in which the national certification is applicable. Part-time employees shall be paid two hundred and fifty dollars (\$250) per annum. This bonus shall be paid upon written notice to the Employer of receipt of certification and each year thereafter on the first pay period of May.

The following are recognized as National Certifications by the Employer:

<u>Clinical Area</u>	<u>Certifying Organization</u>
Critical Care Nursing	AACN
Emergency Nursing	ENA
Orthopedic Nursing	NAON
Perioperative Nursing	AORN
Postanesthesia Nursing	ASPAN, CAPA
Maternal/Child Nursing	AWHONN/IBLCE
General Nursing Practice	ANA
Pediatric Nursing	ANA, PNP/N
Medical/Surgical Nursing	ANA
Gerontological Nursing	ANA
Oncology Nursing	ONS
Gastroenterology	CBGNA

2. Full-time LPNs who receive and keep current a national certification for long term care and are regularly assigned to work in the nursing home, shall receive a three hundred fifty dollar (\$350) bonus for each calendar year as long as certification is maintained and remains current and the employee continues to work in the nursing home area as defined in Article III, Section 5A, in which the national certification is applicable. Part-time employees shall be paid one hundred and seventy-five dollars (\$175) per annum. This bonus shall be paid upon written notice to the Employer of receipt of certification and each year thereafter on the first pay period of May.

**ARTICLE XXIV FLEXIBLE SPENDING ACCOUNT**

Employer will offer flexible spending accounts (FSA) effective for 2005. This includes both health care and dependent care accounts.

## **ARTICLE XXV STATUTORY LIMITATIONS**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

This agreement shall become effective January 1, 2008, unless otherwise stated herein, and shall remain in effect through December 31, 2011.

## **ARTICLE XXVI EMPLOYEE INFORMATION**

On the effective date of Agreement, the Employer shall supply to the Civil Service Employees Association, Inc. or its authorized representative a list of all employees in the bargaining unit showing the employees' full name, home address, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided as requested.

The Employer shall supply to CSEA, Inc. or its authorized representative on a monthly basis the name, item number and work location and date of hire of all new employees. In addition, the Employer shall supply a listing of employees who terminate their employment showing the item number and work location.

## **ARTICLE XXVII EMPLOYEE SIGNATURES**

All employee performance appraisals, discussions, and reprimands must be signed by the employee to indicate receipt of such communication.

## **ARTICLE XXVIII NOT-FOR-PROFIT AGREEMENT**

The Employer agrees to meet with and confer with CSEA prior to entering into any not-for-profit agreement.

## **ARTICLE XXIX**

All benefits and rights heretofore provided by work rules and regulations, resolutions or present policies and not specifically provided hereunder shall continue in effect

ARTICLE XXX

For Lewis County:



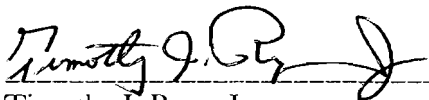
Jack Bush  
Chairperson, Lewis County Board of Legislators



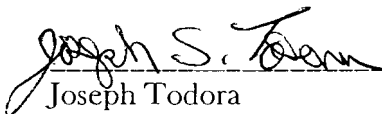
John Woods  
President, Hospital Board of Managers



Eric R. Burch  
Interim Chief Executive Officer



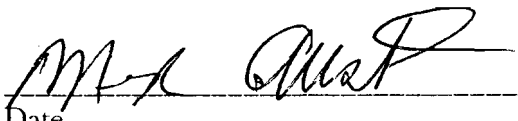
Timothy J. Ryan, Jr.  
Director of Human Resources



Joseph Todora  
Nursing Home Administrator



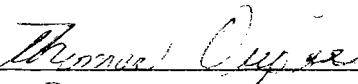
David Wood  
Director of Acute Care Services



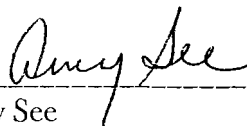
Date

November 6, 2007

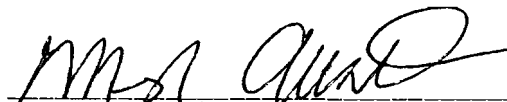
For the Civil Service Employees Association,  
Inc. Local 1000 AFSCME/AFL-CIO:



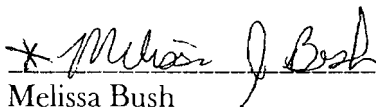
Thomas Dupee  
CSEA Field Representative



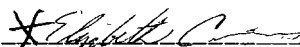
Amy See  
Unit President



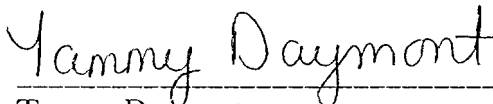
Mark Austin



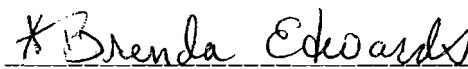
Melissa Bush



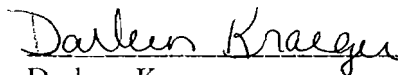
Elizabeth Comins



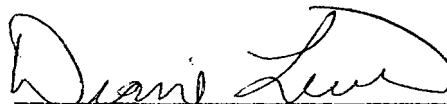
Tammy Daymont



Brenda Edwards



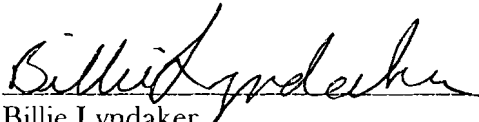
Darleen Kraeger




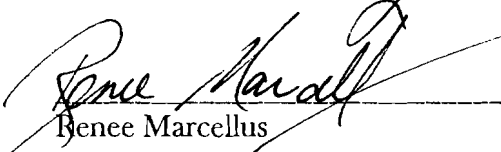
Diane Lewis

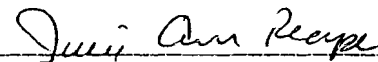
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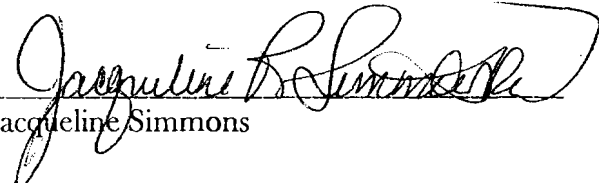
For the Civil Service Employees Association,  
Inc. Local 1000 AFSCME/AFL-CIO:

  
Billie Lyndaker

  
Lyn Mahoney

  
Renee Marcellus

  
Julie Reape

  
Jacqueline Simmons

November 6, 2007  
Date

## APPENDIX A

### WAGE SCALE

#### Lewis County General Hospital Hourly Wage Scale

<u>Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Account Clerk	2008	\$10.80	\$11.35	\$11.93	\$12.52	\$13.15	\$13.69	\$14.26
	2009	\$11.23	\$11.80	\$12.41	\$13.02	\$13.68	\$14.24	\$14.83
	2010	\$11.68	\$12.27	\$12.91	\$13.54	\$14.23	\$14.81	\$15.42
	2011	\$12.26	\$12.88	\$13.56	\$14.22	\$14.94	\$15.55	\$16.19
Building Service Maintenance Worker/ Painter	2008	\$10.69	\$11.29	\$11.87	\$12.39	\$12.97	\$13.54	\$14.06
	2009	\$11.12	\$11.74	\$12.34	\$12.89	\$13.49	\$14.08	\$14.62
	2010	\$11.56	\$12.21	\$12.83	\$13.41	\$14.03	\$14.64	\$15.20
	2011	\$12.14	\$12.82	\$13.47	\$14.08	\$14.73	\$15.37	\$15.96
Carpenter	2008	\$13.99	\$14.62	\$15.76	\$16.88	\$17.98	\$18.78	\$19.56
	2009	\$14.55	\$15.20	\$16.39	\$17.56	\$18.70	\$19.53	\$20.34
	2010	\$15.13	\$15.81	\$17.05	\$18.26	\$19.45	\$20.31	\$21.15
	2011	\$15.89	\$16.60	\$17.90	\$19.17	\$20.42	\$21.33	\$22.21
Certified Tumor Registrar	2008	\$15.50	\$16.39	\$17.19	\$17.94	\$18.80	\$19.59	\$20.39
	2009	\$16.12	\$17.05	\$17.88	\$18.66	\$19.55	\$20.37	\$21.21
	2010	\$16.76	\$17.73	\$18.60	\$19.41	\$20.33	\$21.18	\$22.06
	2011	\$17.60	\$18.62	\$19.53	\$20.38	\$21.35	\$22.24	\$23.16
Cleaner/Laundry Worker	2008	\$8.85	\$9.30	\$9.78	\$10.23	\$10.68	\$11.15	\$11.62
	2009	\$9.20	\$9.67	\$10.17	\$10.64	\$11.11	\$11.60	\$12.08
	2010	\$9.57	\$10.06	\$10.58	\$11.07	\$11.55	\$12.06	\$12.56
	2011	\$10.05	\$10.56	\$11.11	\$11.62	\$12.13	\$12.66	\$13.19
Clerk/Ward Clerk Hospital Cashier MR Clerk/ADC Assistant	2008	\$9.76	\$10.25	\$10.74	\$11.26	\$11.76	\$12.25	\$12.77
	2009	\$10.15	\$10.66	\$11.17	\$11.71	\$12.23	\$12.74	\$13.28
	2010	\$10.56	\$11.09	\$11.62	\$12.18	\$12.72	\$13.25	\$13.81
	2011	\$11.09	\$11.64	\$12.20	\$12.79	\$13.36	\$13.91	\$14.50
Clinical Coordinator	2008	\$22.60	\$23.84	\$25.06	\$26.35	\$27.61	\$29.05	\$31.71
	2009	\$23.50	\$24.79	\$26.06	\$27.40	\$28.71	\$30.21	\$32.98
	2010	\$24.44	\$25.78	\$27.10	\$28.50	\$29.86	\$31.42	\$34.30
	2011	\$25.66	\$27.07	\$28.46	\$29.93	\$31.35	\$32.99	\$36.02

<u>Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Computer Operator	2008	\$12.23	\$12.86	\$13.54	\$14.05	\$14.65	\$15.23	\$15.81
	2009	\$12.72	\$13.37	\$14.08	\$14.61	\$15.24	\$15.84	\$16.44
	2010	\$13.23	\$13.90	\$14.64	\$15.19	\$15.85	\$16.47	\$17.10
	2011	\$13.89	\$14.60	\$15.37	\$15.95	\$16.64	\$17.29	\$17.96
Computer Programmer	2008	\$16.04	\$17.22	\$18.34	\$19.49	\$20.63	\$21.76	\$23.07
	2009	\$16.68	\$17.91	\$19.07	\$20.27	\$21.46	\$22.63	\$23.99
	2010	\$17.35	\$18.63	\$19.83	\$21.08	\$22.32	\$23.54	\$24.95
	2011	\$18.22	\$19.56	\$20.82	\$22.13	\$23.44	\$24.72	\$26.20
Cook	2008	\$10.84	\$11.43	\$12.02	\$12.55	\$13.12	\$13.67	\$14.20
	2009	\$11.27	\$11.89	\$12.50	\$13.05	\$13.64	\$14.22	\$14.77
	2010	\$11.72	\$12.37	\$13.00	\$13.57	\$14.19	\$14.79	\$15.36
	2011	\$12.31	\$12.99	\$13.65	\$14.25	\$14.90	\$15.53	\$16.13
C.T. Technologist	2008	\$19.06	\$20.08	\$21.15	\$22.28	\$23.46	\$24.70	\$26.04
	2009	\$19.82	\$20.88	\$22.00	\$23.17	\$24.40	\$25.69	\$27.08
	2010	\$20.61	\$21.72	\$22.88	\$24.10	\$25.38	\$26.72	\$28.16
	2011	\$21.64	\$22.81	\$24.02	\$25.31	\$26.65	\$28.06	\$29.57
Custodial Worker/ Groundskeeper	2008	\$9.68	\$10.19	\$10.68	\$11.18	\$11.68	\$12.17	\$12.71
	2009	\$10.07	\$10.60	\$11.11	\$11.63	\$12.15	\$12.66	\$13.22
	2010	\$10.47	\$11.02	\$11.55	\$12.10	\$12.64	\$13.17	\$13.75
	2011	\$10.99	\$11.57	\$12.13	\$12.71	\$13.27	\$13.83	\$14.44
Data Entry Machine Operator	2008	\$10.25	\$10.82	\$11.36	\$11.87	\$12.39	\$12.91	\$13.52
	2009	\$10.66	\$11.25	\$11.81	\$12.34	\$12.89	\$13.43	\$14.06
	2010	\$11.09	\$11.70	\$12.28	\$12.83	\$13.41	\$13.97	\$14.62
	2011	\$11.64	\$12.29	\$12.89	\$13.47	\$14.08	\$14.67	\$15.35
Dietetic Technician	2008	\$11.51	\$12.16	\$12.80	\$13.31	\$13.98	\$14.50	\$15.10
	2009	\$11.97	\$12.65	\$13.31	\$13.84	\$14.54	\$15.08	\$15.70
	2010	\$12.45	\$13.16	\$13.84	\$14.39	\$15.12	\$15.68	\$16.33
	2011	\$13.07	\$13.82	\$14.53	\$15.11	\$15.88	\$16.46	\$17.15
Environmental Services Supervisor	2008	\$10.16	\$10.68	\$11.22	\$11.77	\$12.38	\$12.99	\$13.42
	2009	\$10.57	\$11.11	\$11.67	\$12.24	\$12.88	\$13.51	\$13.96
	2010	\$10.99	\$11.55	\$12.14	\$12.73	\$13.40	\$14.05	\$14.52
	2011	\$11.54	\$12.13	\$12.75	\$13.37	\$14.07	\$14.75	\$15.25

<u>Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Facilities Maintenance Supervisor	2008	\$14.60	\$15.19	\$16.12	\$17.05	\$17.96	\$18.63	\$19.28
	2009	\$15.18	\$15.80	\$16.76	\$17.73	\$18.68	\$19.38	\$20.05
	2010	\$15.79	\$16.43	\$17.43	\$18.44	\$19.43	\$20.16	\$20.85
	2011	\$16.58	\$17.25	\$18.30	\$19.36	\$20.40	\$21.17	\$21.89
Food Service Helper	2008	\$8.46	\$8.85	\$9.29	\$9.73	\$10.15	\$10.61	\$11.02
	2009	\$8.80	\$9.20	\$9.66	\$10.12	\$10.56	\$11.03	\$11.46
	2010	\$9.15	\$9.57	\$10.05	\$10.52	\$10.98	\$11.47	\$11.92
	2011	\$9.61	\$10.05	\$10.55	\$11.05	\$11.53	\$12.04	\$12.52
Head Nurse	2008	\$28.26	\$30.60	\$32.95				
	2009	\$29.39	\$31.82	\$34.27				
	2010	\$30.57	\$33.09	\$35.64				
	2011	\$32.10	\$34.74	\$37.42				
Leisure Time Activities Aide	2008	\$9.48	\$9.96	\$10.45	\$10.96	\$11.47	\$12.01	\$12.49
	2009	\$9.86	\$10.36	\$10.87	\$11.40	\$11.93	\$12.49	\$12.99
	2010	\$10.25	\$10.77	\$11.30	\$11.86	\$12.41	\$12.99	\$13.51
	2011	\$10.76	\$11.31	\$11.87	\$12.45	\$13.03	\$13.64	\$14.19
LPN/Clinic LPN Lab Technician Trainee Phlebotomist Surgical Technician	2008	\$12.42	\$13.04	\$13.76	\$14.37	\$15.02	\$15.59	\$16.32
	2009	\$12.92	\$13.56	\$14.31	\$14.94	\$15.62	\$16.21	\$16.97
	2010	\$13.44	\$14.10	\$14.88	\$15.54	\$16.24	\$16.86	\$17.65
	2011	\$14.11	\$14.81	\$15.62	\$16.32	\$17.05	\$17.70	\$18.53
Medical Records Technician	2008	\$13.31	\$13.96	\$14.65	\$15.17	\$15.78	\$16.36	\$16.96
	2009	\$13.84	\$14.52	\$15.24	\$15.78	\$16.41	\$17.01	\$17.64
	2010	\$14.39	\$15.10	\$15.85	\$16.41	\$17.07	\$17.69	\$18.35
	2011	\$15.11	\$15.86	\$16.64	\$17.23	\$17.92	\$18.57	\$19.27
Medical Transcriptionist	2008	\$10.88	\$11.46	\$12.06	\$12.57	\$13.17	\$13.68	\$14.26
	2009	\$11.32	\$11.92	\$12.54	\$13.07	\$13.70	\$14.23	\$14.83
	2010	\$11.77	\$12.40	\$13.04	\$13.59	\$14.25	\$14.80	\$15.42
	2011	\$12.36	\$13.02	\$13.69	\$14.27	\$14.96	\$15.54	\$16.19
Nuclear Medicine Tech	2008	\$24.61	\$26.35	\$28.18	\$30.16	\$32.27	\$34.54	\$36.97
	2009	\$25.59	\$27.40	\$29.31	\$31.37	\$33.56	\$35.92	\$38.45
	2010	\$26.61	\$28.50	\$30.48	\$32.62	\$34.90	\$37.36	\$39.99
	2011	\$27.94	\$29.93	\$32.00	\$34.25	\$36.65	\$39.23	\$41.99



<u>Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Nursing Assistant/ Certified Nursing Assistant (C.N.A.)	2008	\$9.84	\$10.36	\$10.88	\$11.42	\$11.94	\$12.45	\$12.99
	2009	\$10.23	\$10.77	\$11.32	\$11.88	\$12.42	\$12.95	\$13.51
	2010	\$10.64	\$11.20	\$11.77	\$12.36	\$12.92	\$13.47	\$14.05
	2011	\$11.17	\$11.76	\$12.36	\$12.98	\$13.57	\$14.14	\$14.75
Occupational Therapy Assistant	2008	\$13.63	\$14.18	\$14.77	\$15.35	\$15.93	\$16.61	\$17.25
	2009	\$14.18	\$14.75	\$15.36	\$15.96	\$16.57	\$17.27	\$17.94
	2010	\$14.75	\$15.34	\$15.97	\$16.60	\$17.23	\$17.96	\$18.66
	2011	\$15.49	\$16.11	\$16.77	\$17.43	\$18.09	\$18.86	\$19.59
Patient Account Clerk	2008	\$10.29	\$10.83	\$11.39	\$11.90	\$12.40	\$12.91	\$13.52
	2009	\$10.70	\$11.26	\$11.85	\$12.38	\$12.90	\$13.43	\$14.06
	2010	\$11.13	\$11.71	\$12.32	\$12.88	\$13.42	\$13.97	\$14.62
	2011	\$11.69	\$12.30	\$12.94	\$13.52	\$14.09	\$14.67	\$15.35
Physical Therapy Assistant	2008	\$14.33	\$14.87	\$15.46	\$16.12	\$16.74	\$17.40	\$18.10
	2009	\$14.90	\$15.46	\$16.08	\$16.76	\$17.41	\$18.10	\$18.82
	2010	\$15.50	\$16.08	\$16.72	\$17.43	\$18.11	\$18.82	\$19.57
	2011	\$16.28	\$16.88	\$17.56	\$18.30	\$19.02	\$19.76	\$20.55
Physical Therapy Aid/ Occupational Therapy Aid	2008	\$9.87	\$10.45	\$10.94	\$11.45	\$12.02	\$12.57	\$13.04
	2009	\$10.26	\$10.87	\$11.38	\$11.91	\$12.50	\$13.07	\$13.56
	2010	\$10.67	\$11.30	\$11.84	\$12.39	\$13.00	\$13.59	\$14.10
	2011	\$11.20	\$11.87	\$12.43	\$13.01	\$13.65	\$14.27	\$14.81
Radiologic Technologist	2008	\$17.85	\$18.72	\$19.54	\$20.29	\$21.13	\$21.93	\$22.74
	2009	\$18.56	\$19.47	\$20.32	\$21.10	\$21.98	\$22.81	\$23.65
	2010	\$19.30	\$20.25	\$21.13	\$21.94	\$22.86	\$23.72	\$24.60
	2011	\$20.27	\$21.26	\$22.19	\$23.04	\$24.00	\$24.91	\$25.83
Registered Dietician RDT	2008	\$20.32	\$21.13	\$21.98	\$22.86	\$23.77	\$24.71	\$25.71
	2009	\$21.13	\$21.98	\$22.86	\$23.77	\$24.72	\$25.70	\$26.74
	2010	\$21.98	\$22.86	\$23.77	\$24.72	\$25.71	\$26.73	\$27.81
	2011	\$23.08	\$24.00	\$24.96	\$25.96	\$27.00	\$28.07	\$29.20
Respiratory Therapist II	2008	\$16.87	\$17.85	\$18.71	\$19.56	\$20.45	\$21.33	\$22.20
	2009	\$17.54	\$18.56	\$19.46	\$20.34	\$21.27	\$22.18	\$23.09
	2010	\$18.24	\$19.30	\$20.24	\$21.15	\$22.12	\$23.07	\$24.01
	2011	\$19.15	\$20.27	\$21.25	\$22.21	\$23.23	\$24.22	\$25.21

<u>Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Registered Nurse	2008	\$22.78	\$23.76	\$24.74	\$25.75	\$26.76	\$27.75	\$28.77
	2009	\$23.69	\$24.71	\$25.73	\$26.78	\$27.83	\$28.86	\$29.92
	2010	\$24.64	\$25.70	\$26.76	\$27.85	\$28.94	\$30.01	\$31.12
	2011	\$25.87	\$26.99	\$28.10	\$29.24	\$30.39	\$31.51	\$32.68
Senior Typist Physician Office Asst Sr. Account Clerk	2008	\$12.16	\$12.83	\$13.54	\$14.09	\$14.74	\$15.33	\$15.97
	2009	\$12.65	\$13.34	\$14.08	\$14.65	\$15.33	\$15.94	\$16.61
	2010	\$13.16	\$13.87	\$14.64	\$15.24	\$15.94	\$16.58	\$17.27
	2011	\$13.82	\$14.56	\$15.37	\$16.00	\$16.74	\$17.41	\$18.13
Social Work Assistant	2008	\$15.77	\$16.69	\$17.49	\$18.27	\$19.15	\$19.93	\$20.79
	2009	\$16.40	\$17.36	\$18.19	\$19.00	\$19.92	\$20.73	\$21.62
	2010	\$17.06	\$18.05	\$18.92	\$19.76	\$20.72	\$21.56	\$22.48
	2011	\$17.91	\$18.95	\$19.87	\$20.75	\$21.76	\$22.64	\$23.60
Sr. Food Service Helper	2008	\$11.45	\$12.05	\$12.66	\$13.24	\$13.80	\$14.40	\$15.02
	2009	\$11.91	\$12.53	\$13.17	\$13.77	\$14.35	\$14.98	\$15.62
	2010	\$12.39	\$13.03	\$13.70	\$14.32	\$14.92	\$15.58	\$16.24
	2011	\$13.01	\$13.68	\$14.39	\$15.04	\$15.67	\$16.36	\$17.05
Senior Lab Technician Bacteriologist Histology Technician Medical Technologist Medical Laboratory Technician	2008	\$16.22	\$17.44	\$18.65	\$19.85	\$21.06	\$22.29	\$23.48
	2009	\$16.87	\$18.14	\$19.40	\$20.64	\$21.90	\$23.18	\$24.42
	2010	\$17.54	\$18.87	\$20.18	\$21.47	\$22.78	\$24.11	\$25.40
	2011	\$18.42	\$19.81	\$21.19	\$22.54	\$23.92	\$25.32	\$26.67
Stores Clerk	2008	\$9.50	\$9.98	\$10.49	\$10.98	\$11.45	\$11.93	\$12.43
	2009	\$9.88	\$10.38	\$10.91	\$11.42	\$11.91	\$12.41	\$12.93
	2010	\$10.28	\$10.80	\$11.35	\$11.88	\$12.39	\$12.91	\$13.45
	2011	\$10.79	\$11.34	\$11.92	\$12.47	\$13.01	\$13.56	\$14.12
Technical Support Specialist	2008	\$14.09	\$14.99	\$15.81	\$16.71	\$17.59	\$18.46	\$19.33
	2009	\$14.65	\$15.59	\$16.44	\$17.38	\$18.29	\$19.20	\$20.10
	2010	\$15.24	\$16.21	\$17.10	\$18.08	\$19.02	\$19.97	\$20.90
	2011	\$16.00	\$17.02	\$17.96	\$18.98	\$19.97	\$20.97	\$21.95
Telephone Operator	2008	\$10.21	\$10.77	\$11.28	\$11.81	\$12.38	\$12.86	\$13.50
	2009	\$10.62	\$11.20	\$11.73	\$12.28	\$12.88	\$13.37	\$14.04
	2010	\$11.04	\$11.65	\$12.20	\$12.77	\$13.40	\$13.90	\$14.60
	2011	\$11.59	\$12.23	\$12.81	\$13.41	\$14.07	\$14.60	\$15.33

<u>Title</u>	<u>Year</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
Typist/ Occupational Medicine Test Assistant	2008	\$10.67	\$11.26	\$11.79	\$12.39	\$12.99	\$13.56	\$14.09
	2009	\$11.10	\$11.71	\$12.26	\$12.89	\$13.51	\$14.10	\$14.65
	2010	\$11.54	\$12.18	\$12.75	\$13.41	\$14.05	\$14.66	\$15.24
	2011	\$12.12	\$12.79	\$13.39	\$14.08	\$14.75	\$15.39	\$16.00
Ultrasound Technician- Registered	2008	\$21.23	\$22.30	\$23.42	\$24.59	\$25.80	\$27.10	\$28.45
	2009	\$22.08	\$23.19	\$24.36	\$25.57	\$26.83	\$28.18	\$29.59
	2010	\$22.96	\$24.12	\$25.33	\$26.59	\$27.90	\$29.31	\$30.77
	2011	\$24.11	\$25.33	\$26.60	\$27.92	\$29.30	\$30.78	\$32.31
Ultrasound Technician- Non-Registered	2008	\$18.30	\$19.24	\$20.06	\$20.86	\$21.76	\$22.57	\$23.46
	2009	\$19.03	\$20.01	\$20.86	\$21.69	\$22.63	\$23.47	\$24.40
	2010	\$19.79	\$20.81	\$21.69	\$22.56	\$23.54	\$24.41	\$25.38
	2011	\$20.78	\$21.85	\$22.77	\$23.69	\$24.72	\$25.63	\$26.65
Utilization Rev Screener-RN QA Audit Specialist-RN Infection Control Nurse-RN Discharge Planner-RN Patient Review Coordinator	2008	\$19.26	\$20.24	\$21.24	\$22.24	\$23.23	\$24.24	\$25.26
	2009	\$20.03	\$21.05	\$22.09	\$23.13	\$24.16	\$25.21	\$26.27
	2010	\$20.83	\$21.89	\$22.97	\$24.06	\$25.13	\$26.22	\$27.32
	2011	\$21.87	\$22.98	\$24.12	\$25.26	\$26.39	\$27.53	\$28.69
Van Driver	2008	\$10.38	\$10.62	\$10.84	\$11.09	\$11.34	\$11.56	\$11.80
	2009	\$10.80	\$11.04	\$11.27	\$11.53	\$11.79	\$12.02	\$12.27
	2010	\$11.23	\$11.48	\$11.72	\$11.99	\$12.26	\$12.50	\$12.76
	2011	\$11.79	\$12.05	\$12.31	\$12.59	\$12.87	\$13.13	\$13.40

The employer may increase the wage scales where necessary to maintain a competitive position. The employer will submit the new salary schedules to CSEA. Any issues by CSEA pertaining to implementation must be submitted in writing within seven calendar days.

## APPENDIX B - GRANDFATHERED PART-TIME A LIST

Akin, Linda	Nursing Assistant
Arthur, Leslie	Medical Records Technician
Arvanites, Colleen	Registered Professional Nurse
Aubel, Laurel	Nursing Assistant
Baker, Diana	Registered Professional Nurse
Bellinger, Mary	Registered Professional Nurse
Brower, Gail	Food Service Helper
Bush, Melissa	Food Service Helper
Cross, Sheryl	Data Entry Machine Operator
DiCesare, Mary	Registered Professional Nurse
Dubach, Mary	Medical Records Technician
Ellis, Denise	Adult Day Care Assistant
Everson, Donna	Medical Transcriptionist
Fenton, Wendy	Licensed Practical Nurse
Flynn, Gail	Licensed Practical Nurse
Gallagher, Robin	Licensed Practical Nurse
Gozalkowski, Lila	Medical Records Clerk
Grunert, Gale	Registered Professional Nurse
Hardie, Beverly	Registered Professional Nurse
Hennigan, Karin	Medical Laboratory Tech
Johnson, Jennifer	Licensed Practical Nurse
Jones, Angela	Registered Professional Nurse
Kerfien, Victoria	Nursing Assistant
Kiggins, Denise	Nursing Assistant
Kubinski, Margaret	Registered Professional Nurse
Lanphier, Juanita	Clerk
Larkins, Elizabeth	Food Service Helper
Lee, Linda	Licensed Practical Nurse
Manning, Sally	Medical Records Technician
Peck, Rhonda	Nursing Assistant
Roes, Judith	Registered Professional Nurse
Rowsam, Christina	Histology Technician
Roy, Charlyn	Nursing Assistant
Rubar, Anna	Food Service Helper
Scouten, Hope	Licensed Practical Nurse
Seaton, Ronald	Groundskeeper
Shambo, Jennifer	Nursing Assistant
Shambo, Linda	Licensed Practical Nurse
Shambo, Reba	Typist
Shatraw, Carol	Licensed Practical Nurse
Skiff, Mary	Licensed Practical Nurse
Stanton, Vicky	Dietetic Technician
Stelmach, Kristine	Food Service Helper
Terrillion, Joan	Registered Professional Nurse
Thomas, Charity	Food Service Helper
Turck, Julie	Licensed Practical Nurse
Walsemann, Vicky	Licensed Practical Nurse
Yousey, Betty	Licensed Practical Nurse
Zangrilli, Coleen	Licensed Practical Nurse
Zehr, Bethany	Food Service Helper
Zehr, Elaine	Medical Laboratory Tech

APPENDIX C

LEWIS COUNTY GENERAL HOSPITAL  
RESIDENTIAL HEALTH CARE FACILITY

Employee's Performance \_\_\_\_\_ Appraisal: \_\_\_\_\_ Commendation \_\_\_\_\_ Discussion \_\_\_\_\_ Reprimand

This report is to be used at any time by supervisory personnel to bring to the attention of administration any significant factors in employee's performance.

If an employee is doing an unusually good job or makes a contribution of effort not required of him this should be reported so that it can be part of his record.

Also if an employee is failing to perform his job properly or requires disciplinary action for any reason this fact should be reported.

PLEASE FILL OUT IN DUPLICATE. ORIGINAL IS TO BE FORWARDED TO THE PERSONNEL OFFICE. THE COPY IS FOR THE EMPLOYEE.

Employee \_\_\_\_\_ Date of Report \_\_\_\_\_

Department \_\_\_\_\_ Position \_\_\_\_\_

Incident:

Recommendations:

Signatures (Employee's signature denotes only receipt of a copy of this report)

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Supervisory Person-Title

## APPENDIX D

### PROVIDING FOR LONGEVITY BENEFITS FOR FULL-TIME COUNTY EMPLOYEE

**Section 1.** That all full-time employees of the county of Lewis, including the Lewis County General Hospital, with the exception of the elected officers and such other employees with titles listed as the unclassified group on the County Compensation Plan, who have rendered full-time service and have been compensated for full-time and uninterrupted service for the county of Lewis, shall in addition to the regular compensation schedule, be entitled to an additional increment or increments of \$208.00 annually; \$250.00 effective January 1, 2009; \$275.00 effective January 1, 2010; \$325 effective January 1, 2011 on the first day of the fiscal year following the completion of 10, 15, 20, 25, 30 and 35<sup>th</sup> year of service. If an employee has worked full-time continuous for at least the last six months of his/her first year, it shall be deemed for the purposes of this section as one complete year.

**Section 2.** That such service for each employee shall be determined and certified as correct by the County Treasurer from the individual payroll records in his/her office or by such other means as may be directed by the Board of Legislators.

**Section 3.** That the total of such increment or increments as determined by the above process shall be divided by the number of the employee's normal annual payroll hours and be included in his/her gross salary for such hours worked in each normal payroll period.

**Section 4.** That overtime payments, if allowed, or extra duty payment, if allowed, shall be computed on the regular compensation schedule and shall include the special longevity increments.

**Section 5.** That vacation time, sick leave time, leaves of absences without pay, granted according to the compensation plan of the county division involved or granted by action of the Board of Legislators, or other applicable laws, rules and regulations shall not be considered as interrupted service or as uncompensated service for the purpose of this section.

**Section 6.** That if any employee is listed and compensated as part-time in one department and also part-time in another department but he combined part-time service constitutes what would be a full-time position; he/she shall be considered full-time for the purposes of this section.

**Section 7.** That each department, with the exception of the Highway with respect to the hourly employees, in conjunction with service record information obtained from the County Treasurer's Office, shall insert in their budget request each year, listed under Personal Service, longevity award, the amount necessary to finance the expenditure chargeable to their department. The county Highway Superintendent in regard to hourly highway employees shall include in the various divisions of his budget a total amount for personal services to include the required special longevity.

**Section 8.** That the County Treasurer shall annually file in the office of the Clerk of the Board of Legislators a list of employees who qualify for special longevity and their years of completed service.

**Section 9.** That this longevity benefit shall be effective January 1, 1988 and included in the payroll beginning nearest to January 1<sup>st</sup> thereafter.

**Section 10.** That if the beginning of the pay period before and the beginning of the pay period after any given January 1<sup>st</sup> date shall be equal, then the longevity compensation shall be computed on the earliest of the two dates.

## APPENDIX E

### Twelve (12) Hour Shifts\*:

Employees who are regularly scheduled to work twelve (12) hour shifts shall receive an additional .50 per hour effective November 4, 1998, an additional .25 per hour effective January 1, 1999 and additional .25 per hour on January 1, 2000, based on 72 hour pay period. Those employees will be paid the FLSA overtime rate after exceeding 40 hours of work in a workweek.

\*This only applies to employees who were regularly scheduled thirteen (13) hour shifts effective January 2, 1995.

### Employee Names Which Above Applied To:

Dorothy Goutermout	Karen Sage
Regina Steiner	Janet Yousey
Laurie Rice	Janet Moshier
JoAnn LaParr	Bern Moshier
Linda Haig	Bonnie Aucter
Isabel Norris	Angela Stone
Marilyn Maurer	Nicholas Hanno
Sharon Shue	Colleen West
Cindy Davoy	Lillian Steria
Wendy Sweet	Constance Martin
Renee Small	Chris Jones
Katrina Drelick	Linda Dening
Sheree Lyndaker	Gail Hirschey
Ann Kraybill	Lynne Worden



## APPENDIX F

### GENERAL WORK RULES

1. Employees must be ready and able for work at their appointed areas at the designated time for that position.
2. Employees must notify their supervisors or designees in the event of an absence as provided in the contract.
3. No employee is to leave his/her designated job responsibility without permission of the supervisor or designee of the supervisor.
4. All accidents, regardless of severity, must be reported at once to the employee's supervisor or the designee of the supervisor and the necessary reports made.
5. Smoking is not permitted on the job. (Designated smoking areas are available for breaks).
6. Continued failure to do assigned work details as provided by job descriptions or other work orders will be considered as incompetence.
7. Extended lunch hours, extended and too frequent coffee breaks, etc., will be considered as violations of the work rules and subject to disciplinary action.
8. Only those holidays listed in the contract will be observed.
9. Inservice attendance is required of employees on all programs listed as mandatory. Unexcused absence will be considered as insubordination.
10. Designated dress and appearance for appropriate work areas in the hospital shall be adhered to.
11. Employees must follow the hospital regulations concerning infection control policies.
12. Employees will not change shifts or designated hours without prior approval of the supervisor or supervisor's designee.
13. Employees must hold in strictest confidence information concerning patients and hospital business. Such information may not be released to unauthorized sources.
14. All employees will report absences to their Department Heads/supervisors no later than two hours before scheduled starting time. Some departments may require more notice, depending on the nature of shift and department. The time will be known to the individual as a condition of hire or when employee assumes new shift. Exceptions can be made by the Hospital Administrator and/or designee.

15. The following offenses shall be considered cause for dismissal:
- A. Bringing in, possessing, providing, selling or using, reporting for work or being under the influence of illegal drugs during work time or on hospital property.
  - B. Bringing intoxicants into the hospital or hospital property.
  - C. Drinking intoxicants on hospital property.
  - D. Reporting for work or duty while under the influence of alcohol.
  - E. Falsifying any time or work records.
  - F. Dishonesty.
  - G. Sleeping while on duty.
  - H. Bringing firearms on or into hospital property without proper authorization.
  - I. Incompetence (continued unsatisfactory job evaluations).
  - J. Insubordination.
  - K. Physical and verbal abuse of patient/resident.
16. Solicitation for gifts or donations by employees is strictly prohibited.
- The items listed herein may be added to or deleted as circumstances warrant.

**Letter of Understanding  
Between  
The County of Lewis  
And  
The Lewis County General Hospital Local of  
The Civil Service Employees Association, Inc.**

This letter of understanding modifies the collective bargaining agreement between the parties dated January 1, 2001 to December 31, 2003.

Effective November 6, 2002, when employees have been assigned additional duties by the Director of Facilities Maintenance to coordinate and schedule contractor(s) activities to facilitate progress and minimize disruption to the facility's normal operations during construction projects over \$50,000, those employees will be compensated at their normal hourly rate plus \$1.00. This differential only applies during the construction project.

**For Lewis County:**

**For the Civil Service Employees  
Association, Inc. Local 1000  
AFSCME/AFL-CIO:**

S/ Mark J. Rappaport                      11/13/02  
Mark J. Rappaport                      Date  
Chief Executive Officer

S/ Frank Antonucci                      11/7/02  
Frank Antonucci                      Date  
CSEA Field Representative

S/ Timothy J. Ryan, Jr.                      11/6/02  
Timothy J. Ryan, Jr.                      Date  
Director of Human Resources

S/ Sue Ross                      11/7/02  
Sue Ross                      Date  
Unit President

## MARKET ADJUSTMENTS – 1/30/08

Pursuant to Appendix A, the employer will make the necessary market adjustments to maintain a competitive position:

1. Licensed Practical Nurse - \$1.00

2008	\$13.42	\$14.04	\$14.76	\$15.37	\$16.02	\$16.59	\$17.32
2009	\$13.92	\$14.56	\$15.31	\$15.94	\$16.62	\$17.21	\$17.97
2010	\$14.44	\$15.10	\$15.88	\$16.54	\$17.24	\$17.86	\$18.65
2011	\$15.11	\$15.81	\$16.62	\$17.32	\$18.05	\$18.70	\$19.53

2. Respiratory Therapist - \$1.00

2008	\$17.87	\$18.85	\$19.71	\$20.56	\$21.45	\$22.33	\$23.20
2009	\$18.54	\$19.56	\$20.46	\$21.34	\$22.27	\$23.18	\$24.09
2010	\$19.24	\$20.30	\$21.24	\$22.15	\$23.12	\$24.07	\$25.01
2011	\$20.15	\$21.27	\$22.25	\$23.21	\$24.23	\$25.22	\$26.21

3. Registered Ultrasound Tech - \$1.00

2008	\$22.23	\$23.30	\$24.42	\$25.59	\$26.80	\$28.10	\$29.45
2009	\$23.08	\$24.19	\$25.36	\$26.57	\$27.83	\$29.18	\$30.59
2010	\$23.96	\$25.12	\$26.33	\$27.59	\$28.90	\$30.31	\$31.77
2011	\$25.11	\$26.33	\$27.60	\$28.92	\$30.30	\$31.78	\$33.31

4. Building Maintenance Worker - \$1.00

2008	\$11.69	\$12.29	\$12.87	\$13.39	\$13.97	\$14.54	\$15.06
2009	\$12.12	\$12.74	\$13.34	\$13.89	\$14.49	\$15.08	\$15.62
2010	\$12.56	\$13.21	\$13.83	\$14.41	\$15.03	\$15.64	\$16.20
2011	\$13.14	\$13.82	\$14.47	\$15.08	\$15.73	\$16.37	\$16.96

5. Groundskeeper - \$1.00

2008	\$10.68	\$11.19	\$11.68	\$12.18	\$12.68	\$13.17	\$13.71
2009	\$11.07	\$11.60	\$12.11	\$12.63	\$13.15	\$13.66	\$14.22
2010	\$11.47	\$12.02	\$12.55	\$13.10	\$13.64	\$14.17	\$14.75
2011	\$11.99	\$12.57	\$13.13	\$13.71	\$14.27	\$14.83	\$15.44

6. Painter - \$0.50

2008	\$11.19	\$11.79	\$12.37	\$12.89	\$13.47	\$14.04	\$14.56
2009	\$11.62	\$12.24	\$12.84	\$13.39	\$13.99	\$14.58	\$15.12
2010	\$12.06	\$12.71	\$13.33	\$13.91	\$14.53	\$15.14	\$15.70
2011	\$12.64	\$13.32	\$13.97	\$14.58	\$15.23	\$15.87	\$16.46

7. Environmental Services Supervisor - \$1.25

2008	\$11.41	\$11.93	\$12.47	\$13.02	\$13.63	\$14.24	\$14.67
2009	\$11.82	\$12.36	\$12.92	\$13.49	\$14.13	\$14.76	\$15.21
2010	\$12.24	\$12.80	\$13.39	\$13.98	\$14.65	\$15.30	\$15.77
2011	\$12.79	\$13.38	\$14.00	\$14.62	\$15.32	\$16.00	\$16.50

8. Dietetic Technician - \$1.00

2008	\$12.51	\$13.16	\$13.80	\$14.31	\$14.98	\$15.50	\$16.10
2009	\$12.97	\$13.65	\$14.31	\$14.84	\$15.54	\$16.08	\$16.70
2010	\$13.45	\$14.16	\$14.84	\$15.39	\$16.12	\$16.68	\$17.33
2011	\$14.07	\$14.82	\$15.53	\$16.11	\$16.88	\$17.46	\$18.15

9. Registered Dietician - \$1.00

2008	\$21.32	\$22.13	\$22.98	\$23.86	\$24.77	\$25.71	\$26.71
2009	\$22.13	\$22.98	\$23.86	\$24.77	\$25.72	\$26.70	\$27.74
2010	\$22.98	\$23.86	\$24.77	\$25.72	\$26.71	\$27.73	\$28.81
2011	\$24.08	\$25.00	\$24.96	\$26.96	\$28.00	\$29.07	\$30.20

10. Cashier - \$0.50

2008	\$10.26	\$10.75	\$11.24	\$11.76	\$12.26	\$12.75	\$13.27
2009	\$10.65	\$11.16	\$11.67	\$12.21	\$12.73	\$13.24	\$13.78
2010	\$11.06	\$11.59	\$12.12	\$12.68	\$13.22	\$13.75	\$14.31
2011	\$11.59	\$12.14	\$12.70	\$13.29	\$13.86	\$14.41	\$15.00

11. Senior Food Service Worker - \$1.00

2008	\$12.45	\$13.05	\$13.66	\$14.24	\$14.80	\$15.40	\$16.02
2009	\$12.91	\$13.53	\$14.17	\$14.77	\$15.35	\$15.98	\$16.62
2010	\$13.39	\$14.03	\$14.70	\$15.32	\$15.92	\$16.58	\$17.24
2011	\$14.01	\$14.68	\$15.39	\$16.04	\$16.67	\$17.36	\$18.05

12. Patient Review Coordinator – Move to the R.N. scale