

**Memorandum of Agreement
Between Town of Nantucket and
1199SEIU United Healthcare Workers East**

WHEREAS the Town of Nantucket ("Town") and the 1199SEIU United Healthcare Workers East ("Union") have agreed to a collective bargaining agreement covering the period from July 1, 2013 to June 20, 2014; and

NOW, THEREFORE, the parties agree to the following terms: (signed tentative agreements are attached for reference)

Article 4 – Grievance and Arbitration Procedure

Step 1 – strike the words "immediate Supervisor" and add the language "In accordance with this agreement Department Head shall mean the Administrator")

Step 2 – strike the word "Administrator" and add "Town Manager" in its place.

Step 3 – strike the words "Town Manager" and add "Board of Selectmen" in its place

Step 4 – strike all language in Step 4 with no replacement.

Article 6 – Job Openings

Add contract language as follows:

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

(a) In the event that an employee will transfer to a position of equivalent classification on the "Wage Schedule" the employee will remain at the same step.

(b) When an employee is promoted to a job with a higher rate of pay, he/she shall enter it at the step which assures them at least a 5% increase in the salary. However, he/she shall not exceed the maximum rate for the job.

Article 7 – Hours of Work

Add contract language as follows:

7.2(c) add item 4 – Per Diem employees shall not accrue any years of service credit for any period that they work.

7.2 (c) add item 5 – Per Diem employees shall not be entitled to any other benefits as provided to Regular Full-time and Regular Part-time employees covered under this agreement.

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

Article 8 – Overtime

Relocate existing Article 27.1 to 8.6 retaining the same language.

Article 11 – Vacations

11.1 Strike the language "under any circumstances" and add "except as provided in 11.2 below"

11.2 Strike the language "For each of the three years of this contract (July 1, 2010 to June 30, 2013)."

Article 13 – Sick Leave

13.1 (a) Strike the language "(Year shall be July 1st through June 30th)."

13.1 (f) Strike the word "Floater" and replace with the words "Per Diem."

13.1 (i) Strike the word "fiscal" and replace with "anniversary".

13.1 (l) Add "Employee absence for such reason for more than three (3) days may be required to present a doctor's certificate to the Employer."

13.2 (d) Strike the words "Policy Committee" and replace with "Sick Bank Committee"

13.2 (e) This section is rewritten to read "All sick days deposited and expended into the General Sick Leave Bank will be properly recorded and accounted for in an appropriate manner such that an accurate balance of all time in the General Sick Leave Bank is available."

Article 25 – Wages

For the period 7/1/13 – 6/30/14: 2% ATB effective 7/1/2013 and Step movement on anniversary date.

Article 27 – Recalled to Work on a Day Off

As noted in Article 8 – Overtime existing language in section 27.1 has been moved to 8.6.

27.1 new language reads "The Department may require employees to work overtime to fill shifts in order to maintain established staffing levels."

Article 28 – Combination Duties

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

Article 32 – Duration

32.1 Strike "2010" and replace with "2013 and strike "2013" and replace with "2014". This results in a one year contract.

FOR THE EMPLOYER: TOWN OF
NANTUCKET, OUR ISLAND HOME

By: Rich A. Thurn Date 2/20/14
Chairman, Board of Selectmen

FOR THE UNION:
199SEIU UNITED HEALTHCARE
WORKERS EAST

By: [Signature] Date 3/11/14