

**LABOR-MANAGEMENT AGREEMENT**

**BETWEEN**

**LOCAL NO. 2655  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES UNION**

**And**

**ALLEGANY HEALTH NURSING AND  
REHABILITATION**

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## **AGREEMENT**

THIS AGREEMENT, made and executed in duplicate, this \_\_\_\_\_ of \_\_\_\_\_, 2022 by and between Cumberland Health Care, LLC (hereinafter known as the employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local #2655 (hereinafter referred to as "Union"). The rights, obligations, and duties of the Employer under this Agreement may be exercised through its agents, the management employees of the Cumberland Health Care.

Whenever in this Agreement masculine gender is used, it shall be deemed to include the female gender.

### **Purpose**

It is the purpose of this Agreement to promote harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to strive for good collective bargaining procedures and to establish the best standards of wages, hours, working conditions and other conditions of employment possible.

Items not expressly contained in this Agreement will remain the prerogative of the Employer, or its successors.

## **ARTICLE 1:**

### **Union Recognition and Security**

#### **SECTION 1: RECOGNITION OF UNION**

The Employer recognizes the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Council 67, and Local 2655, as the sole and exclusive bargaining agency of the employees covered by this Agreement. Employees covered by this Agreement are defined in Article II of this Agreement. The Employer and the Union agree that all the terms set forth in this Agreement with respect to wages, hours and working conditions, benefits and conditions of employment, shall apply to all the employees included in said bargaining unit.

#### **SECTION 2: CONDITION OF EMPLOYMENT**

Allegany Health and Rehabilitation recognizes the rights of its employees to bargain collectively through representatives of their own choosing, and recognizes the Union as the exclusive representative of the employees covered by this agreement, for the purpose of collective bargaining with respect to rates of pay, hours of employment, working conditions and other conditions herein provided.

### SECTION 3: DEDUCTION OF DUES

- (a) Deduction of Bi-Weekly Dues. Upon request by the Union, the Employer will honor and comply with written authorization for deduction of regular bi-weekly dues from the pay of members of the Union, if such written authorizations are individually signed by employees who are members of the Union, and if they comply with all applicable State or Federal laws. The Union shall furnish to the Employer the individually signed deduction authorization for each employee who is a member of the Union and shall submit such withholding for Union dues to the American Federation of State, County and Municipal Employees, AFL-CIO Council 67, not later than the 15th day after the 1st day of the succeeding month. The Union will notify in writing at least thirty (30) days prior to any changes in such dues.
- (b) AFSCME People Committee. The Employer will provide payroll deduction capability for voluntary employee participation in the AFSCME People Committee. Such payroll deduction capability may be combined with that set forth in Article I, Section 2(a), of this Agreement and the proceeds thereof paid directly to the Union. The Employer shall not be responsible to the employee for the use of payment of such funds by the Union.

### SECTION 4: AGENCY SHOP:

All employees covered by this Agreement shall have the option of becoming members of the Union or shall pay a service fee (not in excess of the dues paid by Union members) The Service Fee is for those employees who, for religious or other reasons, find it impossible to belong to organizations such as a Unions. The paying of dues or a service fee shall be a condition of continued employment for all employees of the bargaining unit.

### SECTION 5: SUBCONTRACTING

The Employer will not subcontract any work or services presently performed by the employees covered by this agreement other than Laundry and Housekeeping provided any potential subcontractor will be required to abide by the terms and conditions of this agreement.

### SECTION 6: INDEMNIFICATION

The Union agrees to indemnify and save harmless the Employer from any and all liability resulting from the aforesaid check-off system.

### SECTION 7: SUCCESSOR CLAUSE

In the event of a transfer, sale, lease or assignment of the Employer's facility, the union shall be notified, in writing, expediently and as soon as practical after the facility receives knowledge of such action. The Employer will advise a prospective buyer of the existence of the collective bargaining agreement and request the buyer to retain all current employees and ensure the buyer will maintain the wages, benefits and conditions constituting the agreement until a new agreement is negotiated. Such good faith negotiations shall not last longer than two (2) months, unless mutually agreeable to the parties.

The former employer shall be required to meet any and all monetary benefits that employees have accrued under this Agreement as required by Maryland law or federal law.

## **ARTICLE 2**

### **Definition of Employees**

The term "employees" as used in this Agreement shall mean all full-time and part-time hourly employees, including all federally funded employees of the Allegany Healthcare Group, exclusive of office, clerical, and other administrative employees, and all supervisory employees with authority to hire, discharge, promote, discipline, or otherwise affect changes in the status of the employees or effectively recommend such action with respect to employees of the Employer, Allegany Healthcare Group.

"Full-time" employees are defined as those employees whose normal work schedule is forty (40) hours per week.

The term "part-time" shall be defined as an employee whose normal work schedule would require them to work less than forty (40) hours per work week. Part-time employees shall be entitled to fringe benefits as outlined in the appropriate sections of this Agreement.

## **ARTICLE 3**

### **Management Rights**

- 3.1 The facility retains the exclusive right to manage the facility; to direct, control and schedule its operations and workforce and to make any and all decisions affecting the business, whether specifically mentioned herein and whether heretofore exercised. Such prerogatives, rights, powers, authority and functions shall include, but are not limited to, the sole and exclusive right to: hire, promote, demote, layoff, assign, train and implement training incentives with prior written notification to the union, transfer, suspend, discharge or discipline employees for just cause; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease the number of employees; direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked by reverse rotating seniority ; install or remove equipment; determine the methods, procedures, materials, and operations to be utilized or to discontinue their utilization by employees of the Facility; subcontract laundry and housekeeping employees (provided any potential subcontractor will be required to abide by the terms and conditions of this Agreement.) determine the work shifts and work duties of employees; establish new wage rates for new positions after discussing with the Union; promulgate, post, change and enforce rules and regulations, including employee handbook. However, the Employer shall, notify the Union



and give the Union a meaningful opportunity to meet and bargain with facility management, in advance, when said changes or modifications involve bargaining unit wages, hours of work, and other specific conditions outlined in this Agreement. If there is any contradiction between this Agreement and the employee handbook, the Agreement supersedes governing the conduct and terms and conditions of employees.

- 3.2 This Article shall not operate to waive any of the rights and obligations of the Company and the Union, respectively, under the National Labor Relations Act, including, if applicable, (i) to communicate with one another, (ii) to give advance notice, or (iii) to engage in bargaining over proposed changes in any terms or conditions of employment that are mandatory subjects of bargaining.

## **ARTICLE 4**

### **Union Stewards and Union Representation**

#### **RECOGNITION OF UNION:**

The Employer recognizes and shall deal with all of the accredited Union Stewards and the Union President in all matters relating to grievance and interpretation of this Agreement.

- (a) An accredited representative of the Union (AFSCME, AFL-CIO, COUNCIL 67), will be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances, provided it does not interfere with efficient operations and services of the Employer. The Union representative shall notify the Administrator or designee on visitation.
- (b) Proper written notification shall be given to the Employer naming the Local Union President and the Representative of Council 67, AFSCME, AFL-CIO.
- (c) A written list of the Union Stewards (such list to outline the area to be represented by Stewards shall be provided to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards; otherwise, the Employer need not recognize them.
- (d) One Union Stewards and an alternate shall be designated for Nursing, Ancillary and Dietary. The Local Union President, Chief Steward or their designee may represent any employee in the bargaining unit within the Nursing Center. Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances by their immediate supervisor without loss of pay.

- (e) The employer recognizes the number of Union Stewards as outlined in the current agreement and agrees with the language in section © as long as the number of shop stewards does not exceed a total of four (4) for the duration of this agreement.
- (f) Prior to an investigatory interview which may lead to a disciplinary action an employee may request and be afforded the opportunity to contact a Union Steward or representative to be present for the interview. Such request must be timely made and shall not unreasonably delay the interview.

## **ARTICLE 5**

### **Grievance Procedure**

#### **SECTION 1: DEFINITION AND PROMPT FILING:**

For the purpose of this Agreement, the term "grievance" is a difference of opinion between the employer and employees of the Employer which involves the interpretation or application of, or compliance with, the provisions of this Agreement. Grievances must be presented within seven (7) calendar days after the date of their occurrence or the date on which the conditions causing the grievance becomes known. In the case of a grievance being filed on an occurrence which becomes known more than seven (7) calendar days after the occurrence, no grievance will be presented more than ninety (90) working days after the event giving rise to the grievance. Grievances, including a claim of unjust discharge or discipline or violation of a Seniority Article, must be presented in five (5) working days by filing a written grievance in Step 3.

#### **SECTION 2: PROCEDURE**

Grievances shall be processed in the following manner:

- Step 1: The grievance must be presented by the Union Steward or alternate, and the complaining employee, to the employee's immediate supervisor. The grievance shall identify the provision(s) of the Agreement the Employer is alleged to have violated. The Union Steward or alternate and the complaining employee shall meet and review the grievance with the immediate supervisor within seven (7) calendar days after the grievance has been filed. The supervisor shall respond in writing to the Union Steward within seven (7) calendar days of such discussion.
- Step 2: Within seven (7) calendar days after receiving an answer from the immediate supervisor, if the grievance has not been satisfactorily resolved, the Union Steward or alternate, the Chief Shop Steward of the bargaining unit, and the complaining employee shall file a written appeal to the Administrator, identifying the provisions of the Agreement the Employer is alleged to have violated, and discuss the grievance with said Administrator within seven (7) calendar days after the written appeal is forwarded by the Union. The Administrator shall answer the grievance in writing within seven (7) calendar days after the Step 2 meeting.



Step 3: Within seven (7) calendar days after receiving an answer from the Administrator, if the grievance has not been satisfactorily resolved, the Union Steward or alternate, Chief Shop Steward and Council 67 Staff Representative, and the complaining employee may file a written appeal to the FAS Human Resource Consultant or their designee. Within seven (7) calendar days after receipt of the appeal, a meeting will be held to discuss the grievance. The Director of Human Resources and Personnel Services, or designee, shall answer the grievance in writing within seven (7) calendar days after the Step 3 meeting. Such answer shall be sent to the Staff Representative and the grievant.

Step 4: If the Union is not satisfied with the answer of the Employer in Step 3, the Union shall notify the Employer in writing of the Union's desire to refer the matter to arbitration. The matter will then be referred to arbitration as outlined in Section 4 of this Article. Appeals must be made within fourteen (14) calendar days after receipt by the Union of the Employer's final answer in Step 3.

#### SECTION 3: TIME LIMITS:

If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal of a grievance in Step 2 or above, the grievance remedy shall be considered granted to the aggrieved employee(s). The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each step.

#### SECTION 4: ARBITRATION PROCEDURE:

Upon receipt of notice from the Union of the Union's desire to arbitrate a grievance, the Employer and the Union shall confer as soon as practicable in an effort to select by mutual consent an impartial arbitrator.

If the parties do not, within seven (7) working days of receipt of such notice, agree upon the selection of an arbitrator, then either party may request the Federal Mediation and Conciliation Service to furnish a list of seven (7) arbitrators. The Union shall strike the name of one (1) person on this list of seven (7) and the Employer will strike a second name. The procedure will be repeated in the same order and the remaining name shall be the person to be named as arbitrator. The arbitrator shall set a hearing as promptly as possible after the matter has been submitted to him. The award of the arbitrator shall be final and binding upon both parties and upon the employee or employees involved, but in no event shall it be retroactive more than ninety (90) days prior to the date that the grievance was first filed. The expenses of the arbitrator, including his fee, shall be shared equally by the Employer and the Union.

The arbitrator shall have power and authority to arbitrate only those matters expressly made subject to arbitration by the terms of this Agreement and shall rule on the points submitted to him for arbitration. The arbitrator shall have power only to interpret this Agreement and shall not have power to alter or amend it.

The Union agrees that no grievance or dispute will be filed, negotiated or arbitrated over work rules, job classifications and rates of pay as established by this Agreement.

**SECTION 5: GENERAL PROVISIONS:**

Seniority list shall be posted on all representatives' bulletin boards by the employer three (3) times a year (Jan. 1, May 1 and Sept.1). A copy of these seniority lists shall be furnished to the local Union when posted.

**ARTICLE 6**  
**Discipline and Discharge**

Should the Employer determine, in accordance with the "Employee Handbook," as amended from time to time, that an employees' conduct justifies discipline, suspension, and/or discharge for just cause, the employee may appeal by filing a grievance in Step 3 in accordance with Article V, Grievance and Arbitration Procedure.

**ARTICLE 7**  
**Seniority**

**SECTION 1: DEFINITION:**

The term seniority shall be defined as an employee's length of continuous service, in a Union Position, with the Allegany Nursing and Rehabilitation Center in years, months, and days dated from their last date of hire. Employees hired on the same day shall be listed in accordance with the date and time of their employment application.

**SECTION 2: PROBATIONARY EMPLOYEES:**

All new employees, when hired, shall be on a probationary basis. The probationary period shall be the first ninety (90) calendar days of their employment which period may be extended for ninety (90) days by mutual agreement between the Employer and the Union. There shall be no seniority among probationary employees.

Probationary employees may be laid off, discharged, or otherwise terminated at the sole discretion of the Employer, and such action shall not be subject to the grievance procedure of this Agreement.

**SECTION 3: SENIORITY LIST:**

The Employer shall maintain an up-to-date seniority list for the Nursing Center employees. The employees on such list shall be entitled to exercise their seniority rights, as outlined in this Article.

#### SECTION 4: PART –TIME to FULL-TIME STATUS

When a part time employee becomes a full time employee, they will be given credit for seniority for one half (1/2) the years of service worked as a part time employee for purposes of accruing vacation, benefits at the Nursing and Rehabilitation Center.

Employees will be permitted to change their status once annually.

#### SECTION 5: APPLICATION OF SENIORITY:

In all applications of seniority under this under this agreement seniority shall be the determining factor, providing that qualifications and abilities to perform the available work are equal.

#### SECTION 6: TERMINATION OF SENIORITY:

Employees will terminate their employment and lose seniority for the following reasons:

- a) If an employee voluntarily resigns.
- b) If an employee is discharged for just cause and the discharge is not reversed through the Grievance and Arbitration Procedure.
- c) If an employee retires.
- d) If an employee, who is on laid-off, fails to return to work within five (5) working days, (fourteen [14] calendar days if notice to another Employer is required - acceptable proof may be required) of written notice of recall by registered letter to the last known address by the Employer.
- e) Falsifies the reason for leave of absence or is found to be working without the Employers permission during a leave of absence.
- f) Does not report for work at the termination of an authorized leave of absence, or extension thereof.
- g) Is granted long-term disability under the terms of any disability program.
- h) Is absent from work for any reason for a continuous six (6) months, except if such absence is due to a compensable disability incurred during the course of employment, provided such employee returns to work within forty-eight (48) hours after their release from medical treatment and authorized return to work; or if such absence is due to a bonafide illness, two (2) years, provided such employee returns to work within forty- eight (48) hours after released by a physician.



- i) Is absent two (2) consecutive days or two (2) times in a rolling twelve (12) month period without notifying the Employer unless an extreme emergency can be validated.

#### SECTION 7: REDUCTION IN FORCE:

In the case of a reduction of force or the elimination of a position, those employees having the least seniority within the classification where the reduction is being made shall be laid off first; provided, however, that any employee scheduled to be laid off from their classification may claim within 48 hours any position in any other classification which is occupied by an employee with less seniority. Such employees desiring to replace an employee with less seniority must be capable of performing the job of the employee with less seniority, in an efficient and satisfactory manner as determined by the employer.

#### SECTION 8: RECALL TO EMPLOYMENT:

When the Employer determines a permanent vacancy exists in a job classification when there are one or more full-time employees displaced from the job, the senior qualified displaced employee shall have first right to recall in filling the vacancy without posting the job.

#### SECTION 9: DAILY ASSIGNMENTS:

- a) Daily assignments shall be at the discretion of the Employer so as to not deter or interfere with the efficiency of operating a job.
- b) The Employer may make temporary assignments of the most senior qualified employees to positions as needed, provided such temporary assignments do not exceed thirty (30) consecutive work days. If the need for the temporary assignment exceeds thirty (30) consecutive work days, the employee currently filling the vacancy will have the option to continue filling the vacancy for an additional thirty (30) or return to their previous position. The temporary assignment may not last longer than sixty (60) days.
- c) When the Employer temporarily assigns an employee to another job other than their regular classification, the employee shall be paid either the rate of the classification from which they are assigned, or the rate of the classification to which they are temporarily assigned, whichever is higher.

#### SECTION 10: POSTING:

When a full-time or part-time vacancy occurs in the department (including promotions or transfers to other shifts or locations) the Employer will post such vacancy within fifteen (15) working days. Such posting shall be for seven (7) calendar days. Employees will be given seven (7) calendar days from the date of posting to bid in writing on such vacancy.

Posting of a vacancy in an existing classification or for a newly created position, shall include the job title and rate of pay. The employee with the greatest seniority who meets the minimum qualifications and their last performance evaluation was meets expectations or above, shall be awarded the job and such award shall be made within (30) days following the posting on the bulletin board.

All employees receiving promotions shall have a 30-calendar day probationary period. If at the end of 30 calendar days the Employer, with documented just cause, believes the employee is unable to satisfactorily perform in the promoted position, the employee shall be returned to their previous work position and corresponding pay grade. An employee, who believes that they are aggrieved by the Employer's decision to return them to their previous work position, shall be permitted to file grievance in accordance with Article V herein.

An employee who is disqualified under this provision may not bid again for a period of twelve (12) months from the date of disqualification.

**SECTION 11: TEMPORARY ASSIGNMENT:**

- a) The Employer may make temporary assignments of qualified employees in positions or classifications within the bargaining unit, other than those they normally fill or perform, provided such temporary assignments do not exceed thirty (30) consecutive work days.
- b) If the temporary assignment is to a more desirable position or shift, the employee who is senior in classification from among those available, shall be given the first opportunity to fill such vacancy, if qualified, as determined by the Employer.
- c) If the temporary assignment is to a less desirable position or shift, the employee with the least seniority in classification from among those available, shall be assigned, if qualified, as determined by the Employer.
- d) Any employee, temporarily assigned to another classification, shall be paid either the rate of the classification from which they are assigned or the rate of the classification to which they are temporarily assigned, whichever is higher.

**SECTION 12: REFUSAL TO PERFORM WORK ASSIGNED:**

When the Employer directs an employee to perform work in their regular job classification (which may or may not require overtime), the employee shall perform such work assigned. Refusal to perform such work shall subject the employee to discipline. At the time of reassignment, the employer will provide a reason for the reassignment.

**SECTION 13: EMPLOYER NOTIFICATION OF EMPLOYEE STATUS:**

The Employer shall notify the Local Union Secretary, in writing, of all new hires, terminations, lay-offs, and recalls at the end of each calendar month.

## **ARTICLE 8**

### **Job Description and Classification**

Should circumstances warrant the creation of a new job classification(s) or if the Employer combines the duties of an existing classification; the Employer will meet with Union representatives to discuss establishment of a rate for said job classification. If the parties are unable to agree upon a rate, the Employer will put the job into effect at the appropriate rate, and the employee affected may file a grievance protesting only the rate of pay.

## **ARTICLE 9**

### **No Strike**

During the term of this Agreement, the grievance provisions of this Agreement and the remedies and procedures provided by statute shall be the sole and exclusive means of settling any dispute between the employees and/or the Union and the Employer whether relating to the application of this Agreement, economic matters, or otherwise, and accordingly neither the Union nor the employee will instigate, promote, sponsor, engage in or condone any strike, slowdown, sick out, concerted stoppage of work, or any other intentional interruption of work. The Employer shall have the right to discharge or otherwise discipline any employee who violates the provisions of the foregoing sentence; and, in the event a grievance is filed, the sole question for arbitration shall be whether the employee engaged in the prohibited activity. The Employer shall not prohibit (lock-out) employees from reporting to work.

## **ARTICLE 10**

### **Hours of Work**

#### **SECTION 1: WORKDAY:**

The workday shall be the twenty-four (24) hour period commencing at the employees scheduled starting time.

#### **SECTION 2: WORK SHIFT:**

The work shift for regular full time employees shall consist of a minimum of eight (8) hours and will have an established starting and ending time. If the employer may offer employees an alternative schedule to regular full time employees of more than eight consecutive hours, and the employee(s) agrees to said work schedule those shifts shall also have an established starting and end time.

Both parties agree to negotiate any other contract provisions that are in conflict with any alternative schedule(s) that are presented.



**SECTION 3: WORK WEEK:**

The work week shall be from Sunday to Saturday. For purposes of computing overtime, the work week shall consist of seven (7) days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

**SECTION 4: PAY PERIOD:**

The pay period shall consist of ten (10) workdays in a fourteen (14) day period commencing at 12:01 a.m. Sunday.

**SECTION 5: WORK SCHEDULES:**

Work schedules showing the employee's shifts, working days and hours, shall be posted on each department bulletin board at all times by the 25th of the preceding month. Time off requests must be submitted to Department Heads on or before the 18th of the preceding month. Time off request not received in a timely fashion may result in denial of such requests. All time off requests shall be granted subject to the operational needs of the Nursing Center.

Except for emergency situations, work schedules shall not be changed once posted unless the changes are first discussed with the employee. Employees may be permitted to change or exchange days with another employee provided both employees receive prior permission from their supervisor and the exchange does not result in overtime.

**SECTION 6: CALL IN PAY:**

When a Maintenance employee is called to work outside of their regular shift, they shall receive pay at a rate of time and one-half ( $1 \frac{1}{2}$ ) their regular hourly rate for such time worked or a minimum of two (2) hours of straight time pay, whichever is the greater. When a Maintenance employee is called into work they shall report to the facility within one (1) hour or immediately if called for an emergency situation.

**SECTION 7: LUNCH AND REST BREAK:**

Employees working an eight (8) hour shift shall receive an unpaid thirty (30) minute lunch break and two (2) fifteen minute paid rest breaks.

Employees required to work four (4) hours or more beyond their shift shall be entitled to a free meal from the Dietary Department during the extra shift. Employees doubling into nights will receive a meal ticket to be used at their convenience).

Employees required to work an additional, consecutive eight (8) hour shift shall receive a paid fifteen (15) minute break. Said break will be provided in accordance to their work load and within the last one half hour of their current shift or within one (1) hours of the start of the extra shift. The fifteen-minute break and the thirty-minute uninterrupted meal break may not be taken together and will be scheduled

by the supervisor. Employees must clock out at the beginning of said thirty-minute lunch break and clock in at the end of said break.

**SECTION 8: REPORTING OFF WORK:**

An employee, enroute to work, who for any reason is unable to reach their work site on time, shall notify their supervisor no later than fifteen (15) minutes after the shift starting time (ONE-HALF [1/2] HOUR DURING SNOW OR ICE EMERGENCY). Failing to reach the supervisor, the employee should contact the on-duty Nursing Coordinator. Failure to properly report off shall result in the delayed employee being replaced for that particular shift.

If an employee calls off on a weekend shift, they will not have to make up the one shift. Any additional call off, in a rolling twelve (12) month period, will be required to be made up.

**SECTION 9: SCHEDULED MEETING OR TRAINING:**

Mandatory in-services education programs will be given either on the employee's regular scheduled shift or within one hour of the employees normally scheduled start or finish time.

**ARTICLE 11**  
**Overtime**

**SECTION 1: OVERTIME PREMIUM:**

In accordance with the Fair Labor Standards Act overtime premium pay shall be paid for any hours worked in excess of forty 40 hours in a week.

**SECTION 2: DISTRIBUTION OF OVERTIME:**

- (a) Extra shifts shall be offered on an equitable basis in seniority order, except that management may elect to offer time to employees who are able to work at straight time pay before offering it to employees who would earn time and one half pay. Isolated errors in the distribution of time will not result in back pay liability for the employer. Once an employee has been asked to work and they decline and/or fail to answer the phone they cannot later bump the employee who has agreed to work the shift. Employees who are on duty will be contacted at the facility. Employees who volunteer for overtime shall be compensated the appropriate overtime rate plus an additional one dollar (\$1.00) per hour for those overtime hours worked.
- (b) In the event of an insufficient number of volunteers, the Employer shall have the right to assign such work on a non-volunteer basis beginning with the least senior of those employees who are in the process of performing this job.

- (c) Employees will not be mandated to work in excess of twenty-four (24) hours per pay period nor shall they be assigned to work additional shifts on consecutive days unless the employee volunteers to do so. The employer will make every effort not to mandate employees for a third shift until all employees have been mandated twice during the pay period. Unless an employee agrees, they will not be mandated three (3) times in the same week.
- (d) In the event an employee to work five (5) days during a work week, elects to work an additional day in the work week, that employee will not be mandated on that particular day.
- (e) No employee will be mandated on their initial thirty (30) days of employment.
- (f) An employee that volunteers for an additional shift(s) and then is not available to work or calls off, such absence will be considered an attendance violation.
- (g) When an employee voluntarily or is mandated to work an additional shift of four (4) or more hours during a work week and has approved prescheduled PTO time such time shall be considered hours worked for purposes of computing overtime.

**SECTION 3: NO PYRAMIDING OR DUPLICATION OF OVERTIME PREMIUM:**

Overtime rates shall not be duplicated for the same hours worked under any of the terms of this Agreement and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

**ARTICLE 12**  
**PREMIUM PAY DAYS**

**SECTION 1: HOLIDAYS/PREMIUM PAY DAYS:**

The Premium pay days are New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Employees who are required to work on a premium pay days listed above will be compensated at a rate of one and one half their base rate of pay for hours working during the premium pay days.

Employees working Memorial Day, Independence Day, Labor Day and Thanksgiving Day will receive premium pay from the beginning of their shift but no earlier than 5:00 am.



For Christmas and New Years employees will receive premium pay starting the 2nd shift on the eve of the Holiday.

Note: Employees may NOT receive both premium pay for working on one (1) of the six (6) Premium Pay Days below AND a PTO day. Premium Pay Days will be paid for the actual date of the holiday, not for the day of observance.

## **ARTICLE 13**

### **Sick Leave – Call In**

#### **Section 1**

An employee who becomes ill outside of work must report off to their supervisor or other responsible person in their assigned area by phone, within two (2) hour of their designated time to start work. Individuals failing to do so will not receive paid leave unless proof is subsequently furnished that the reporting delay was unavoidable.

#### **Section2**

For absences from work in excess of three (3) consecutive working days, the employee shall provide a physician's certificate indicating the length of the absence required by the illness and the release date (date that employee may return to work). For absences of three (3) days duration or less, a department head may require, at their discretion, an employee to provide a physician's certificate indicating the medical necessity and release date.

#### **Section 3:**

EIB is to be used in the case of a "serious illness" extending more than three (3) consecutive days in duration. The employee must exhaust all current calendar year PTO before using the EIB, assuming there is a PTO balance. For purposes of the EIB, "serious illness" will be defined and determined in accordance with the definitions provided under the Family and Medical Leave Act. (Please refer to the Employee Handbook.)

The Company reserves the right to require appropriate medical certification as a condition of payment from an employee's EIB. EIB balances will not be paid out upon separation from employment, regardless of the reason for separation. Under no circumstances should the total number of EIB hours banked exceed 720 hours.

#### **Section 4: Unscheduled Absences:**

PTO may be used by employees to receive compensation for UNSCHEDULED absences up to a maximum forty work hours per year. An example of an UNSCHEDULED absence is an event which prevents the employee from reporting to work as scheduled, subject to the limitations below. PTO will be granted for an UNSCHEDULED absence effective the first day of the UNSCHEDULED absence, as long as the

employee has completed a minimum of one year of continuous service. Employees with less than one year of continuous service will be granted PTO for unscheduled absences beginning with the second consecutive day of the UNSCHEDULED absence. The use of PTO in this manner does not excuse the absence, and the employee may be subject to discipline and discharge in accordance with applicable attendance and/or disciplinary policies.

Section 5:

The first two (2) lateness' of ten minutes or less are forgiven and then the current attendance policy (in a rolling six-month period).

## **ARTICLE 14**

### **Leaves of Absence**

SECTION 1: BEREAVEMENT LEAVE

- (a) An employee who has completed their probationary period may be excused from work because of death in their immediate family and shall be paid their regular straight time rate of pay for a maximum of three (3) consecutive days which must include the day of the funeral and will only be granted for days in which the employee would otherwise have worked. Immediate family refers to the employee's mother, step-mother, father, step-father, spouse, child, step-child, brother, sister, step-brother, step-sister, grandparent, step-grandparent, grandchild, mother-in-law and father-in-law. This bereavement leave shall not be charged to vacation or sick leave, but shall be in addition thereto. Employees required to travel 300 miles or more shall be granted an additional day in which they may use their accrued time. Reasonable evidence of the death shall be furnished to the Employer upon request.
- (b) Part-time employees shall receive one (1) day for the following family members: brother, sister, mother, mother-in-law, father, father-in-law, spouse, step-mother, step-father, child, and step-child and grandchild.
- (c) An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

SECTION 2: JURY DUTY:

In the event an employee is required to perform jury duty or serve as a witness under court subpoena in a case to which they are not a party, they will receive their regular rate of pay for such time as they are required to be away from their job during their regularly scheduled hours of work up to three (3) scheduled working days per year. Employees may use their accrued leave if required to serve beyond the five (5) days per year. It is to be understood that this allowance covers only time lost while actually engaged in such court service, and no provision is made or intended to cover payment for time lost

outside of regular working hours. Employees rendering such service will be required to secure a statement from the Clerk of the Court officially verifying the service rendered.

On any day the employee serves on jury duty less than two (2) hours, they must return to work for the balance of their scheduled turn in order to be compensated for their absence.

In the event of being called to a Grand Jury or an extended jury duty beyond three (3) of the employees work days, the employer will work with the employee to use any paid time off the employee may have available.

### SECTION 3: FAMILY MEDICAL LEAVE:

Family leave shall be granted in accordance with the Federal Medical Leave Act.

### SECTION 4: MILITARY LEAVE:

Any employee covered by the terms of this Agreement, who is a member of the National Guard or of any reserve component of the Armed Forces of the United States, will be entitled to a leave of absence without loss of time or annual sick leave or vacation rights during which they are engaged in the performance of duty or training under official orders. While on such leave, said employee shall receive regular salary for a maximum of fifteen (15) consecutive calendar days per calendar year.

The Employer will comply with all legal obligations established by the Uniformed Services Employment and Reemployment Rights Act of 1994.

Any employee leaving employment to serve in the Armed Forces of the United States shall, upon being honorably discharged from the service and reporting for work within ninety (90) days after their discharge, be reemployed by the County, provided there is work for which they are qualified and to which they are entitled to be reinstated under the law. Seniority shall accumulate during the time spent in such service.

### SECTION 5: UNION LEAVE OF ABSENCE:

- (a) Notwithstanding other provisions of this Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence without pay and benefits. The Employer, however, must be notified in writing four (4) weeks in advance of the employees leave.
- (b) Such Union leaves of absence shall be for a period not to exceed one (1) year, but can be renewed by the Employer upon written request of the Union certifying the continuance of the reasons for the original leave.
- (c) Such Union leaves of absence shall not cause any loss of seniority.



- (d) Leaves of absence shall be granted for elected/appointed delegates to attend Union conventions or conferences. A maximum of two (2) delegates per event will be granted and may receive up to ten (10) unpaid days for year one of the Agreement.

For years two and three of the contract the delegates should receive five (5) paid days and five (5) unpaid days. Two weeks (fourteen days) written notice must be provided to the administrator before such leave is granted.

**SECTION 6: VIOLATION OF LEAVE:**

Leaves of absence shall be granted only for the purpose stated in the application therefore; any violation of the term of the leave shall result in automatic termination of the employee.

**ARTICLE 15**  
**Health, Welfare and Pension Plan**

The Employer will make available to all regular full-time employees who have completed their probationary period a Health Insurance plan with the same medical benefits as those offered to non-bargaining unit employees at the Facility. It is understood and agreed that the Employer reserves the right to change insurance carriers and to modify the plan to include increasing the premium. Employees will be required to pay premiums in accordance with the Employer's premium sharing policy.

**ARTICLE 16**  
**WAGES**

**SECTION 1: WAGES:**

The pay scale below will take effect the first full pay period following ratification:

Years of Service	Starting	Beginning Year 2 through Year 3	Beginning Year 4 through Year 6	Beginning Year 7 thru Year 9	Beginning Year 10 through Year 14	Beginning Year 15+
CNA/GNA	\$15.50	\$16.25	\$17.00	\$17.75	\$18.50	\$19.25
Housekeeping/Laundry	\$14.00	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50
Dietary	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Maintenance	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Central Supply	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Activity Aide/Driver	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00

Effective the first full pay period after July 1, 2023 each employee, who has been employed at least 90 days prior to that date, shall receive a \$.50 per hour increase.

**SECTION 2: GNA/CNA SHIFT DIFFERENTIAL**

GNA and CNA will receive the following shift differential:

Weekday Evening, (Monday through Thursday)	\$2.50
Weekday Night, (Monday through Thursday)	\$2.00
Weekend Day (Saturday and Sunday)	\$2.00

Weekend evening (Friday through Sunday)	\$3.00
Weekend Night (Friday through Sunday)	\$3.00

Non Clinical staff working 2:00Pm -10:00pm	\$1.50
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**SECTION 3: BI-WEEKLY PAY:**

The Employer will pay employees bi-weekly.

**SECTION 4: NON-ABSENCE INCENTIVE:**

Employees shall receive Attendance incentive of \$100.00 for 6 months of continuous perfect attendance. Thereafter the employer will review perfect attendance for all employees every 6 month.

January – June – payment in July

July – December –payment in January

**ARTICLE 17**  
**Safety and Health**

**SECTION 1:**

The Employer shall continue to make reasonable provisions for the safety and health of the employees during their hours of employment.

Should an employee believe that their work is unsafe or un-healthy; the matter shall be considered immediately by the employee's supervisor. If the matter is not adjusted satisfactorily, a grievance may be filed in Step 3 of the grievance procedure.

Recognition of the employee's complaint or grievance shall not be construed as establishing its merits. This section shall not justify or mitigate a refusal to perform the assigned work unless the assigned work, in fact, involves an unusual and immediate danger to the employee's personal safety.

**SECTION 2:**

If any employee is required to wear protective gear or any type of protective device as a condition of employment, same shall be provided without cost to the employee by the Employer. The cost of maintaining such protective gear or devices shall be paid by the Employer.

**SECTION 3:**

The Union and Employer shall recognize and abide by the occupational safety and health standards as recorded in the Maryland Occupational Safety and Health Laws; Article 89 Annotated Code of Maryland.

**ARTICLE 18**  
**Bulletin Boards**

The Employer will maintain bulletin boards for the Union. However, no material offered for display by the Union shall be posted until first approved for such purpose in writing by the Shop Stewards of the Union. Any notice must be approved by the Employer prior to posting.

**ARTICLE 19**  
**No Discrimination**

**Section 1:**

No employee or new hire will be discriminated against, in accordance with Title VII of the Civil Rights Act and/or other applicable Federal and State Laws, Amendments, or Executive Orders.

**SECTION 2:**

No employee eligible for membership shall, in any manner, be discriminated against, coerced, restrained or influenced on account of being a member of the Union or of being an officer therein or participating in legitimate Union activities. The Union agrees that no employee eligible for membership who elects not to become a member of the Union shall, in any manner, be discriminated against, coerced, restrained or influenced, except as set forth in Article I, Section 3.

**ARTICLE 20**  
**Waiver and Entire Agreement**

The parties acknowledge that during the negotiation resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of the right and opportunity are either set forth in this Agreement



or in a Letter of Agreement signed by the parties to this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

This Agreement constitutes the entire integrated agreement between the parties and concludes collective bargaining for its term.

## **ARTICLE 21**

### **Supervisory Personnel**

Supervisors shall not perform work normally performed by bargaining unit employees which would result in a bargaining unit employee losing pay, including overtime pay, which they would otherwise be entitled to under this Agreement, except when it is necessary to test, demonstrate or instruct employees in the use of new materials, methods of operations, or when operational difficulties are encountered, including declared emergencies by the County, State and/or Federal Governments.

## **ARTICLE 22**

### **Termination, Change or Amendment**

#### **SECTION 1:**

This Agreement shall become effective the \_\_\_\_\_ Day of \_\_\_\_\_ and remain in full force and effect until June 30, 2024. It shall be automatically renewed from year to year, thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party, in writing, by Registered Mail not less than ninety (90) days prior to June 30, 2024.

- a) If the parties have not successfully concluded contract negotiations by the termination date of this agreement then either party can declare an impasse and as a result of the impasse both parties will submit their dispute to binding arbitration. (In accordance with the specific arbitration selection procedures set forth in Article 5 Section 4).
- b) The arbitrator shall hear all evidence and argument on the points in dispute and the written decision of the arbitrator shall be binding on the parties hereto.

- c) The parties hereto shall each pay the arbitrator for his/her services equally as well as legitimate expenses. The arbitrator shall render his/her decision within thirty (30) days after the completion of the hearings.
- d) If either party serves notice to negotiate changes, modifications, or additions this contract shall remain in effect until a new agreement is reached.

### **ARTICLE 23**

#### **Invalidation**

Should any Article, Section or portion thereof, of this Agreement, be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall only apply to the specific Article, Section or portion thereof directly specified in the decision; provided, however, that upon such decision the parties agree, as soon as practical, to negotiate a substitute for the invalidated Article, Section or portion thereof.

### **ARTICLE 24**

#### **Labor/Management**

A joint labor-management committee may be established for review of any problem areas which may arise under the provisions of this Agreement. The committee will periodically meet and will be composed of four (4) members from the bargaining unit as defined in this Agreement, one (1) Union representative and three (3) facility representatives. This committee will meet at times mutually agreed upon by both parties. The parties agree to identify labor management issues prior to the meeting in writing.

A joint labor-management committee must be established within ninety (90) days of the signing of this Agreement, for review of labor-management issues identified by the parties.

IN WITNESS WHEREOF, the Employer, and the Maryland Public Employees Council 67, AFSCME, AFL-CIO and Local 2655, the Union, have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Allegany Health and  
Rehabilitation

American Federation of State,  
County and Municipal  
Employees LOCAL 2655

\_\_\_\_\_  
Debra Buckalew

\_\_\_\_\_  
Sonja Butler, President

WITNESS: \_\_\_\_\_



## PTO Policy

Eligibility. Full time and part-time employees are eligible to begin to accrue PTO after 90 days of employment.

1. Change in Status. An employee who changes status (e.g., full time, part-time or PRN) and becomes eligible for PTO will begin to accrue PTO on the effective date of the status change so long as he/she meet eligibility as stated above. Likewise, if the change in status results in ineligibility for PTO, the accrual of PTO will cease on the effective date of the status change and the Extended Illness bank will be cleared and any accrued unused PTO will be paid out at the time of the status change or termination. If an employee is rehired or converts back to eligible status within 90 days of the status change or termination, then the employee will start to accrue PTO effective on the date of rehire or date of conversion back to full time status, as long as the employee meets the above eligibility requirements. PTO will accrue at rates that are based on years of service.
2. Accrual Rates. The amount of PTO each employee is eligible to accrue is based upon the employee's job, length of service, and the number of hours for which the employee is paid during each pay period.
3. Accrual of PTO During Inactive Status/Leave of Absences. An employee who is on an unpaid leave of absence (whether medical or personal) will not be eligible to accrue PTO while on leave. The employee's PTO accrual will be reinstated when he or she returns from leave or returns to active status.
4. Exclusion of Differentials, Premiums and Bonuses. PTO pay for hourly employees is based upon each employee's straight-time hourly rate of pay, exclusive of any differentials, premiums or bonuses.
5. PTO Not Included in Overtime. PTO is not included as 'time worked' for purposes of calculating overtime in the pay period in which it is used/paid.
6. PTO Advance. PTO may be approved by the appropriate supervisor (i.e., Administrator) for use prior to accrual. Employees who have at least one year of service may take up to 40 hours in advance (negative time) and it must be accrued back to a zero (0) balance by the end of the calendar year. Employees with less than one year of service may take up to 20 hours in advance (negative time) up to June of the calendar year provided they are employed in good standing (no corrective action). Any employee granted such an advance must sign the PTO Request Form indicating that any negative balance will be withheld from the final paycheck in the event of separation from employment.
7. Separation from Employment.
  - Employees who are laid off for economic reasons or who resign within the guidelines stated in the Employee Handbook and continue to work out their notice period in a

satisfactory manner will receive 50% (fifty) of the balance of any unpaid leave remaining at the time of work separation in accordance with state law.

- No PTO will be paid out if the employee resigns or is terminated for any reason prior to their first anniversary date, unless otherwise required by law.
- Employees who are separated due to gross misconduct or for violation of company policy will forfeit any accrued PTO unless otherwise required by law.
- PTO time may not be taken during the resignation notice period.
- In the event that the employee has a negative balance at the time of separation, the facility will withhold from the employee's final paycheck the cash equivalent of the negative balance provided that the employee has signed and the facility has retained written authorization from the employee to do so. The deduction may not reduce the employee's hourly rate of pay below minimum wage in accordance with federal and state guidelines.

#### **Extended Illness Bank –**

EIB is to be used in the case of a "serious illness" extending more than three (3) consecutive days in duration. The employee must exhaust all current calendar year PTO before using the EIB, assuming there is a PTO balance. For purposes of the EIB, "serious illness" will be defined and determined in accordance with the definitions provided under the Family and Medical Leave Act. (Please refer to the Employee Handbook.) The Company reserves the right to require appropriate medical certification as a condition of payment from an employee's EIB. EIB balances will not be paid out upon separation from employment, regardless of the reason for separation. Under no circumstances should the total number of EIB hours banked exceed 720 hours.

#### **Unscheduled Absences – covered article 15**

PTO may be used by non-exempt employees to receive compensation for UNSCHEDULED absences up to a maximum of thirty-two (32) work hours per calendar year. An example of an UNSCHEDULED absence is an event which prevents the employee from reporting to work as scheduled, subject to the limitations below. PTO will be granted for an UNSCHEDULED absence effective the first day of the UNSCHEDULED absence, as long as the employee has completed a minimum of one year of continuous service. Employees with less than one year of continuous service will be granted PTO for unscheduled absences beginning with the second consecutive day of the UNSCHEDULED absence. The use of PTO in this manner does not excuse the absence, and the employee may be subject to discipline and discharge in accordance with applicable attendance and/or disciplinary policies.

**NOTE:** A PTO day should not be paid to an employee who has an UNSCHEDULED absence either the day before or day after a scheduled absence or for a Premium Pay day. (Example: Employee is scheduled to take 5 PTO days beginning March 4 and returning to work March 9. Employee has an unscheduled



absence either March 3rd or March 9th. In this scenario the employee would not be paid a PTO day for March 3 and/or March 9). **IMPORTANT:** Approved FMLA absences are an exception to this rule.

### **Scheduled Absences**

PTO for a Scheduled Absence must be requested by submitting the written request form to the employee's Department Head in accordance with facility guidelines. Approval of PTO requests are within the sole discretion of the Department Head and/or the facility Administrator and should be granted as the schedule permits. The employee should be notified of approval/disapproval of each request in writing within a reasonable period of time following submission of the written request.

### **Leaves of Absence**

PTO days must be used concurrently with a personal or medical leave of absence. PTO cannot be used to extend a leave beyond the applicable time limits. (Example: Employee has a serious illness that qualifies him or her for up to 12 weeks of leave under the FMLA. At the time of qualifying for an FMLA leave of absence, the employee has accrued 5 days of PTO. The employee is required to use all 5 days of PTO during the first 5 days of his/her FMLA leave.)

### **Year End Options:**

**Benefit Year.** The benefit year for the PTO program is defined by the pay cycles specific to your Employer. Determination of benefit periods for the coming year will be communicated prior to each calendar year. **PTO MAY NOT BE CARRIED OVER TO THE NEXT YEAR.**

- a) **Deposit unused PTO into an Extended Illness Bank.** Unused PTO will be credited to the employee's Extended Illness Bank.
- b) **401(k) Contribution and Extended Illness Bank.** Employees who have a balance of 360 or more in the EXIB will have the option of transferring up to 40 hours of accrued unused PTO into the employee's 401(k) plan account. Once so contributed, all such amounts will be vested as are other employee contributions and will be subject to the terms of the 401(k) Plan. This contribution will be based on the employee's then current base rate of pay multiplied by the number of unused PTO hours to be contributed less applicable taxes. Any unused PTO remaining after this disbursement will revert to the Extended Illness Bank. (NOTE: An employee must already have opened a 401(k) account to choose this option); or
- c) **Employee Foundation.** Employees who have a balance of 360 or more in the EXIB will have the option of transferring up to 40 hours of accrued unused PTO to the Foundation in the employee's name during the first full payroll period in December of the benefit year. This contribution will be based on the employee's then-current base rate of pay multiplied by the number of unused PTO hours to be donated. This contribution will be based on IRS Supplemental pay regulations. Any unused PTO balance remaining after this contribution will transfer to the Extended Illness Bank.



**Leave Accrual Full Time:**

<u>Leave Level</u>	<u>Accrual</u>	<u>Max Days</u>
1	90 days - 2 year (per hours paid)	.057 per hour, max 4.615 per bi-weekly pay period and 15 days max per year.
2	2 year < 3 years (per hours paid)	0.069 per hour, max 5.538 per bi-weekly pay period and 18 days max per year.
3	3 year < 5 years (per hours paid)	0.0769 per hour, max 6.15 per bi-weekly pay period and 20 days max per year.
4	5 year < 10 years (per hours paid)	0.0923 per hour, max 7.38 per bi-weekly pay period and 24 days max per year.
5	10+ years (per hours paid)	0.1076 per hour, max 8.615 per bi-weekly pay period and 28 days max per year.

As of December 31, 2017, only full time employees who have 10 or more years of service with the facility may accrue an additional three (3) pto days each calendar year (up to 31 total pto days). As of December 31, 2017, only full time employees who have 20 or more years of service with the facility may accrue an additional five (5) pto days per calendar year (up to 33 total pto days).

During the Agreements term, an Employee moving from 10-19 to 20 years of service will receive additional days in the pay period following that anniversary date. These additional pto days become effective January 1, 2018.

**Leave Accrual Part-time:**

<u>Leave Level</u>	<u>Accrual</u>	<u>Max Days</u>
1	90 days - 2 year (per hours paid)	.038 per hour, max 1.538 per bi-weekly pay period and 5 days max per year.
2	2 year < 5 years (per hours paid)	0.053 per hour, max 2.153 per bi-weekly pay period and 7 days max per year.
3	5+ years (per hours paid)	0.0769 per hour, max 3.076 per bi-weekly pay period and 10 days max per year.

PTO Policy Employee Acknowledgment and Unused PTO Option Selection. After reviewing a summary of the PTO Policy during the orientation process, each new employee must execute the PTO Policy Employee Acknowledgment Form. Current employees who have not executed the form must do so as well. The executed form is retained in the employee's personnel file.