

AGREEMENT

Between

ENGLEWOOD HEALTH DEPARTMENT

And

LOCAL 108 R.W.D.S.U; U.F.C.W.

PUBLIC EMPLOYEES DIVISION

MARCH 30, 2007 THROUGH DECEMBER 31, 2010

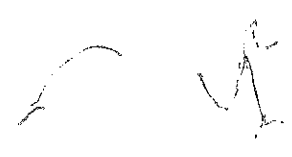


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AGREEMENT

Between

Englewood Health Department

And

Local 108 R.W.D.S.U., U.F.C.W; Public Employees Division

THIS AGREEMENT entered into by and between the Englewood Health Department, County of Bergen, New Jersey, Hereinafter called the "Health Department" and Local 108 R.W.D.S.U., U.F.C.W. Hereinafter called the "Union".

This Agreement shall become effective as of the date of execution retroactive to March 30, 2007.

WITNESSETH

WHEREAS, the Englewood Health Department has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Union as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I -- MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality capability of the following rights:
1. The executive management and administrative control of the City, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.
 2. To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.
 3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees and the Union.
 4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign, or retain employees.

5. To set rates of payment for temporary or seasonal employees.
 6. To suspend, demote, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
 7. Nothing contained herein shall prohibit the City from contracting out any work. The Employer agrees to meet with the Union to discuss possible alternatives to subcontracting prior to the decision to subcontract is made.
 8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
 9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.
- B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S. 40A:1-2, et seq., or any national, state, county, or local laws or regulations.
- D. The parties recognize that the exercise of managerial rights is a responsibility of the City on behalf of the taxpayers and that the City cannot bargain away or eliminate any of its managerial rights.

ARTICLE II -- RECOGNITION

- A. The Board of Health recognizes the Union as the exclusive representative for the collective negotiation concerning the terms and conditions of employment for those employees in the unit that was involved in the Public Employees Relations Commission, Docket No. RO-2007-056, Certification of Representation dated March 30, 2007 as follows; UNIT: Included: All full-time and regularly employed part-time non-supervisory employees employed in the City of Englewood Public Health Department, including public health nurse, hispanic interpreter, deputy registrar, office manager/administrative assistant/registrar, senior executive secretary, executive secretary, public health nurse supervisor, registered environmental health specialist, senior registered environmental health specialist, community youth health educator, license clerk, health education coordinator, and environmental assistant.

ARTICLE III -- UNION DUES

- A. The Board of Health agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the City in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following deduction. The Health Department agrees to furnish the Union monthly with a list of newly hired employees and terminated employees. The Union will advise the Health Department in writing of the amount of the initiation fees and monthly dues. The Health Department's obligation hereunder commence on the first day of the month next following the execution of this agreement.
- B. The Union shall be allowed to collect 85% of their monthly dues from all employees referred to in section 1.0 of this contract who are eligible for membership in Local 108 but have declined membership. This clause shall be consistent with New Jersey Statute and shall remain in effect as long as said statute is law.

ARTICLE IV-- SHOP STEWARDS

- A. Two (2) Shop Stewards shall receive a maximum of two (2) paid days off per calendar year per approval by the by the Health Department to attend Union meetings and conferences. The Union shall notify the Health Department at least two weeks in advance of said meetings or conference

and provide the names and dates of the event. The Health Department Manager shall have the discretion upon consulting with the Department Head to grant or deny such.

ARTICLE V -- GRIEVANCE PROCEDURES

- A. **Step 1** – The aggrieved employee and shop steward shall present his/her grievance to the Director in writing, within ten (10) working days after he knew or should reasonably be expected to have known of the existence of facts giving rise to the grievance. Upon Receipt of said written notice, the Director, shall arrange to meet with the aggrieved employee within five (5) days thereof, and the parties shall attempt at said meeting to:
- a. Adjust the grievance;
 - b. Find the grievance unjustifiable; or
 - c. Advise the Shop Committee that the adjustment of the grievance is beyond his authority.

In the event that the grievance is against the Director, the grievance shall proceed to Step 2.

- B. **Step 2** – If the grievance has not been resolved to the satisfaction of the employee under Step 1, notwithstanding the aggrieved employee with the procedural requirements therein. The aggrieved employee may present a written notice of his/her grievance to the City Manager within ten (10) working days following the date upon which the meeting with the Director was held, or the last day on which it should have been held. Upon the

receipt of said notice the City Manager or his/her designee shall arrange to meet with the aggrieved employee within five (5) working days thereof and shall give a written response to the aggrieved employee within seven (7) working days after said meeting.

- C. If the result of Step 2 is not satisfactory to the employee and the Shop Steward, the authorized representative of the Union may proceed to final and binding arbitration before and pursuant to the Rules of the New Jersey Public Employment Relations Commission by serving notice of its desire for arbitration upon the City Manager whether personally or by certified mail within ten (10) days after the termination of Step 2.
- D. The cost of the service of the arbitrator shall be borne equally by the City and the Union.
- E. The City or its authorized representative, if it wishes to present a grievance, shall present the same to the Union Shop Committee either orally or in writing. Upon failure of adjustment thereof, it may proceed directly to final and binding arbitration by serving notice upon the Union by certified mail.
- F. The failure of the employee or his representative to proceed, according to the procedure herein set forth within the time periods therein prescribed, shall be deemed to constitute a waiver by the employee of his rights to proceed further, either administratively, by arbitration, or judicially.
- G. Step 1 grievance shall be presented and discussed during work hours at a mutually agreeable time.

- H. Any time limits in this section may be extended by mutual agreement of the parties.
- I. If an employee is required to attend a grievance meeting scheduled by the Health Department on his day off, or other than during his regular working hours, he shall be paid at straight time for a minimum of four (4) hours.
- J. The Health Department shall have the right for just cause to initiate disciplinary proceedings against individual employees. This in no way negates Grievance Procedure, or denies the employee any right under said Article.
- K. Whenever, during a period of one hundred and eighty (180) consecutive calendar days, an employee's record remains wholly free of any warning given for unjustified absence, prior warning given for such infraction shall be removed from his file.

ARTICLE VI -- SENIORITY AND BIDDING

- A. If a vacancy is not filled under paragraph 5.1, the Health Department will notify the Shop Steward and the Union President that a new employee is to be hired, listing his job classification and starting salary expressed as an annual amount.
- B. The Health Department, as employer, acknowledges that the opportunity for promotion should increase in proportion to length of service. The Union

recognizes that the needs of the Health Department require an employee's advancement to depend partly on his sense of responsibility. In order to give due and proper balanced effect to each of the factors thus mentioned, these rules are adopted:

- a. No vacancy shall be filled by engagement of new employee unless, under these rules, no promotee can be selected within bargaining unit;
- b. The classification and the respective grades listed on Appendix A constitute the regular sequence of advancement.
- c. Promotion means a permanent movement from a lower to a high grade or a permanent lateral movement from one classification to another where both the classification left and classification entered are on the same grade level in Appendix A;
- d. Every vacancy shall be advertised on all bulletin boards usually used for notification to unit personnel. Every announcement of a vacancy shall contain:
 1. The name of the vacant classification as shown on Appendix A;
 2. The grade number as shown on Appendix A;
 3. The job description;
 4. The currently effective rate of pay in accordance with Appendix A;
 5. The final date for the submission of written applications. That final date shall be at least five (5) calendar days subsequent to the initial posting.
- e. Every member of the bargaining unit shall have the right to submit, within the time so limited, an application for the vacancy so posted. Such submission shall be made to such official as the announcement shall designate;

- f. The applications, after the final date, shall be separated by the employer into groups;
- g. All applications submitted from the same grade level shown on Appendix A shall constitute one separate group;
- h. Consideration shall be given first to the highest grade level represented and shall continue downward from grade to grade. However, at the first level at which, under these rules, a promotee can be selected, the process shall end and no lower groups shall be considered;
- i. Should there be submitted from grade level being considered, only one timely application, the applicant shall be entitled to the promotion as long as, in the opinion of supervisor, he can, within a reasonable period, learn the job involved as long as, during the three months immediately prior to the posting of the announcement of the vacancy, his record is free of unjustified absence;
- j. Should more than one timely application have been submitted from the level being considered, the governing factor in the selection of a promotee, if any, shall be seniority accrued at that level if, in the opinion of supervisor, the applicants are relatively equal in ability to learn the job involved and if, during the three months immediately prior to the announcement of the vacancy, their respective attendance records are relatively equal in freedom from unjustified absence. However, if because of relative inequality in ability as so adjusted the senior applicant would be denied promotion, he shall be entitled to a qualifying probation of reasonable length on the job involved unless his incapacity to learn the work is obvious. The length of the trial

period shall be determined by supervisor, after consultation with the appropriate Union representative.

- k. All determination made on the subject of capacity or incapacity to learn the job involved and on the subject of the quality of performance, rendered during a probation period, shall be made by the supervisor. However, any such determination, if challenged as arbitrary, capricious, or unreasonable shall be reviewable on such grounds through the grievance arbitration procedure.
- l. An employee who applies for either promotion or transfer shall not lose his rights to return to his last job any time prior to or during the probationary period.

C. An employee shall be considered to be on probation and shall not be entitled to any seniority rights until he has been employed for six (6) months after the date of his most recent hire. After six (6) months, his seniority will be retroactive to his starting date and will include previous periods of service with the Health Department if there is no more than one (1) year break in service except as set forth in paragraph 5.6.

D. Should an employee member of the unit transfer within the Health Department to other work, he would take his seniority with him; subject to the provisions of any Union agreement should he be transferred to another unit. Any employee transferred into the unit would take his seniority with him.

- E. Should a temporary or part-time employee be transferred to full-time permanent work, he must then serve a six (6) month probationary period following which his seniority shall be effective on the date he was transferred to full-time permanent work.

- F. Seniority rights are forfeited due to voluntary resignation; discharge for any justifiable cause, authorized personal illness leave of absence of more than one (1) year without extension by the Health Department, authorized work connected illness leave of absence of more than two (2) years, and military leave subject to veterans' re-employment rights. The Union has the right to grieve on actions taken by the Health Department under this section.

- G. A seniority list by occupation group, job classification, grade, name of employee, and seniority date will be supplied to the Union every six (6) months.

- H. Any employee on layoff under the provisions of section 5.6 would have right to be reinstated to employment before a new employee is hired provided the laid off employee is qualified to do the job.

- I. Whenever a vacancy occurs or a new job is created, the Health Department shall post a notice of the same on the bulletin board and invite employees to apply for the job opening. The position will remain on the bulletin board for five (5) full working days. Employees who wish to be considered for future promotions, but may be on vacation or leave, may file a request in the Human Resource Department for consideration should a future opening occur.

- J. The Health Department will review each bid qualifications, ability to perform the work involved, knowledge, skill efficiency, physical fitness, training, past experience, past record as an employee, and seniority. Considering all factors, the Health Department will make final decision on the employee selected for the job vacancy.
- K. For purposes of bid, job classifications have been set forth in Appendix A. Employees in the same group as the group in which the opening occurs, who bid on a job opening, would first be considered before employees in the other groups.
- L. Should an employee who is in lower grade be awarded the bid, he will receive a 5% promotional increase or \$300, whichever is greater, in base salary to the higher grade but will receive no less than the minimum or no more than the maximum of the higher grade.
- M. Should an employee who is on a higher grade be awarded the bid on a lower grade, he will retain his present base salary.
- N. Should an employee who is on a higher grade be awarded the bid on a lower grade, he will retain his present salary but no more than the maximum of the lower grade. In such a case, his base salary cannot be more than the maximum of the lower grade.
- O. An employee will have the right to bid on a job classification to which he is currently assigned.

- P. Employees shall be entitled to unlimited promotion bidding, but shall be listed on one (1) lateral transfer per year.
- Q. The Health Department may decide, under its management rights, to fill or not to fill a job vacancy; to increase the work force using a present job classification or establishing a new job classification, to upgrade an employee to a higher job classification, and to review a job classification for purposes of determining a revised job classification and grade for a job, based on changes in job requirements or the misclassifications on the employee on the job.
- R. Should an employee be promoted or transferred back to his previous job should his work be unsatisfactory.
- S. An employee temporarily transferred to another job will receive the greater of his regular pay or the pay of the job classification to which he is temporarily transferred, for the hours worked on the job, provided the job is for more than ½ day.
- T. Should an employee's job be abolished, he will have the right to replace another employee with less seniority with the same occupational group and job classification provided he is qualified to do the job. The employee with the lesser seniority may then replace an employee with even less seniority in a different job classification in a lower grade provided he is qualified to do the job.
- U. Posting and bidding on jobs are subject to the grievance procedure.

ARTICLE VII – SALARIES

- A. The base salaries shall be increased by 4.0% effective March 30, 2007.
- B. The base salaries shall be increased by 4.0% effective January 1, 2008;
- C. The base salaries shall be increased by 3.5% effective January 1, 2009;
- D. The base salaries shall be increased by 3.5% effective January 1, 2010.
- E. All increases are retroactive to March 30, 2007, or the date of hire, whichever is later.

ARTICLE VIII -- LONGEVITY PAY

- A. As of March 30th 2007, each existing employee shall receive, in addition to his or her annual salary for each calendar year, a longevity payment of one and one half percent (1 ½%) of his or her base salary for each completed four (4) years of service, up to a maximum of seven and a half percent (7 ½%). Longevity payment will first become due or will be approximately received from the first of the month following the employee's anniversary date.
- B. **New Employees:** Any employee hired after the effective date of this agreement shall receive, in addition to his annual salary for the calendar year, a longevity payment of one percent (1%) of his or her base salary for

every four (4) years of service completed up to a maximum of five percent (5%) for twenty years of service. Longevity payments will first become due or will be appropriately increased on the first of the month following month in which an employee's anniversary date of employment occurs.

ARTICLE IX -- HOURS AND OVERTIME

- A. The standard workweek is 35 hours. The standard workday is 7 hours excluding lunch period.
- B. Time and ½ premium pay shall be paid for all hours in excess of 7 hours in a day or 35 hours in a workweek.
- C. Employees whose regular scheduled workweek is Monday through Friday shall be paid time and ½ premium pay for work on Saturday, and double time for work on Sunday. Employees whose regular scheduled work week is not Monday through Friday shall be paid time and ½ premium pay for work on the sixth day of the work week and double time for work on the seventh day of their work week.
- D. Any employee required to work on a holiday, will receive his regular straight time holiday pay for 7 standard hours. In addition, he will be paid double time premium pay for all hours worked on the holiday.
- E. Any employee called back at a time, other than his regular scheduled hours, shall receive a minimum of 4 hours pay at time and ½ premium pay or time and ½ premium pay for all hours worked, whichever is greater. Call back in

this section does not include employees who is "held over" and in addition the four hours would actually be worked.

F. The employee shall have the option to select pay or compensatory time of for overtime hours worked. Employees must select pay or compensatory time before they start to work overtime. Compensatory time off shall be at the rate of one and one half (1 ½) hours for every one hour worked. Compensatory time shall be taken within ninety (90) days at with the approval of the Director of the Board of Health. If for any reason the employee is not allowed to take their compensatory time off within the specified period, he or she shall received pay for the time worked at the overtime rate.

G. The opportunity to work overtime shall be rotated within each department among persons with jobs in the same grade and class, except where overtime is an integral part of a particular job.

ARTICLE X -- VACATIONS

A. Vacations hereunder shall be permitted at any time during the year subject to the Health Department's reasonable determination of the needs of the Health Department's in maintaining essential services, and shall be selected by the employee January 2 and no later than the 15th day of April in each year. In the event the Health Department's closes for any period of time, employees who have designated other vacation time shall be required to work and shall be provided with work of any nature and shall receive therefore the rate of the job or the rate of their regular job which is higher.

B. Employees will be scheduled for vacation based on their seniority within an employee's job classification and department. Once an employee's vacation has been scheduled, he must take his vacation during that period. However, should an employee be unable to take his regularly scheduled vacation due to serious illness, accident, or injury suffered by the employee or his immediate family, as documented by a physician's certificate, or other reasons acceptable to the department head prior to the start of his scheduled vacation, he may request to have his vacation moved to a later date. Should the vacation change be approved by the Health Department's, it shall in no way change or alter previously scheduled vacations of any other employee. Furthermore, the rescheduled vacation must be taken within the same calendar year. However, in an emergency or through no fault of the employee, or based on a management decision, vacation, or a portion thereof, may be carried over to the following year extended the one year period to a two year period.

C. The following vacation time off with pay shall apply:

<u>Years of Service</u>	<u>Vacation (work days)</u>
1 but less than 3	13
3 but less than 5	15
5 but less than 10	17
10 but less than 15	20
15 and over	25

D. During the first year of employment, an employee's vacation days will be based on pro-rata basis calculated from the first of the month following the

date of hire, unless the employee was hired on the first day of the month. He may receive up to 12 days vacation by December 31st.

- E. Beginning with January 1 of each year thereafter, an employee's vacation will be based on years of service completed during the calendar year, determined on his anniversary date of employment which occurs during the part of that calendar year. An employee who takes his vacation prior to his anniversary date has already occurred, provided that, if he should leave the employ of the City before the anniversary date, the final paycheck to that employee will be reduced by any unearned vacation days.
- F. An employee whose employment terminates will be entitled to a lump sum payment for any unused vacation during the year, calculated from January 1 and based pro rata on the number of full months worked divided by 12 and multiplied by the vacation days listed about to which he would have been entitled for that year. The result of this calculation, minus any days taken during that year, will be his pro rata lump sum payment.
- G. Since each employee's vacation year will be on a calendar year basis, an employee may not take a vacation "back to back" at the end of a calendar year without the Director of the Health Department's approval.

ARTICLE XI -- HOLIDAYS

- A. Regular full time employees shall be entitled to receive 13 holidays with pay during a calendar year as follow:
 - New Year's Day
 - Martin Luther King's Birthday

Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day,
General Election Day	Thanksgiving Day
Christmas	

B. Should a holiday fall on a day which is a regularly scheduled day off for an employee, he shall receive an additional day off or an additional day's pay without any additional time off, at the discretion of the Health Department, which must be exercised within a reasonable amount of time.

C. Subsequent to December 31, 2010, the parties agree that employees shall receive the number of holidays as set forth in SCS for S1962 and its N.J.S.A. codification designation.

ARTICLE XII -- LEAVES

A. Leaves will be provided to employees in accordance with Chapter 18 of the Revised General Ordinance of the City of Englewood or as set forth below.

B. Sick leave shall accumulate at the rate of 1 ¼ days per month, not to exceed a total of 15 days per year. The definition of sick leave shall exclude any work connected illness or injury compensable by workman's compensation.

C. The following additional sick leave will be granted automatically based on the length of service, on a one-time basis only during the term of the contract

for catastrophic illness, and may not be accumulated from one contract period to another and is not to be included in the totals calculated under 11.1.

More than 1 and through 10 years	15 days
11 through 15 years	30 days
More than 15 years	45 days

Catastrophic illness shall be defined as an illness which prevents an employee from working for a continuous period in excess of 10 working days. Payments of the additional sick leave provided hereunder shall not commence until after said 10 day period.

- D. Upon retirement under the provisions of the Public Employee's Retirement System, an employee shall be entitled to receive payment for all accumulated sick leave not used at the time of retirement.

- E. An employee in good standing, whose employment terminates after 2 years of service with the Health Department, will receive a lump sum payment equal to $\frac{1}{2}$ of the amount of his accumulated sick leave, not used at the time of termination, provided he is not discharged for cause other than physical disability. Upon termination after 8 years, he shall receive 75% of the amount of his accumulated unused sick leave, and upon such termination after 20 years, or upon termination because of physical disability, he shall receive 100% of his accumulated unused sick leave provided, however, that the maximum payment of terminal leave, for all of the aforesaid calculations under this section shall not exceed \$12,000.

ARTICLE - XIII --PERSONAL DAYS

Effective January 1, 2008, the following Personal Leave Days will be available to each employee.

- A. 2 personal days per year, not chargeable to sick leave, upon approval of department head;
- B. 2 personal days per year chargeable to sick leave.
- C. Employees requesting personal days off should give at least (5) five working days notice to the Director or at the Director's discretion.
- D. No employee may add a personal day into a vacation or legal holiday.

ARTICLE XIV--BEREAVEMENT LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted four (4) working days off between the date of death and the date of the funeral or as approved by the Director of the Board of Health.
- B. The definition of immediate family shall be wife, husband, domestic partner, child, mother, father, mother-in-law, father-in-law, brother, sister, aunt and uncle of the employee who reside with the employee as part of his household, and, as applicable, two guardians or other individuals responsible

for the raising of the employee. The name or names thereof shall be submitted by each employee within 30 days of the date he is hired.

D. The parties agree that in order for the employees to be eligible for bereavement leave as a domestic partner, he or she shall comply with the applicable provisions of the New Jersey Domestic Partnership Act ("the Act"), N.J.S.A. 26:8A-1, et seq., which are set forth below:

- a. Specifically, in order to form a domestic partnership under the Act, both persons must share a joint residence and be otherwise jointly responsible for each other's common welfare, as evidenced by joint financial arrangements or joint ownership of real or personal property.
- b. Both persons must agree to be jointly responsible for the other's basic living expenses, be unmarried, be over the age of 18, be of the same sex, and not have been a partner in a prior domestic partnership in the past 180 days.
- c. Lastly, to effectuate the partnership, both persons must jointly file an Affidavit of Domestic Partnership with the local registrar.

The Health Department reserves the right to request verification from an employee and domestic partner to determine whether they have met the requirements set forth above.

- I. If by reason of illness, and employee is unable to return to work for a period of 15 days or more, and should such employee not have any accumulated sick leave, then such employee shall be entitled to the balance of any sick days which have not yet accrued but which will accrue under the contract

during the remainder of the current calendar year as may be required for such illness. This provision in no way modifies the additional sick leave provisions of the contract.

ARTICLE XV -- MILITARY LEAVE

A. Military Leave for Health Department employees shall be granted in accordance with N.J.S.A. 38:23-1 reflected in the attached Table of Military Leave for Public Employees.

ARTICLE XVI -- FAMILY LEAVE

- A. Any employee employed for one year who has worked a minimum of 1,250 hours of service in the preceding twelve (12) months may be eligible to take unpaid "family leave" without loss of benefits pursuant to the general leave policy. This leave is for the purpose of caring for a newborn infant, newly adopted child, or a seriously injured or ill member of the employee's immediate family.
- B. The paternal leave of absence is an unpaid leave of absence that may be used by an employee to care for a newly born infant, an adopted child or a foster care placement. The parental leave of absence allows up to 12 weeks of unpaid time-off to all regular full-time employees and part-time employees who have one year of service and, in the case of part-time employees, who have worked a minimum of 1,250 hours during the previous 12-month period. The parental leave must be taken within one year of the birth, adoption, or placement of a child.

ARTICLE XVII -- INSURANCE AND PENSIONS

- A. Payments made by employees to the Public Employee's Retirement System shall be returned with whatever interest is due from the system to any employee whose employment with the Health Department terminates prior to eligibility for pension. Said repayment shall be made upon completion of filing the proper withdrawal statements by the employee and processing by the New Jersey Division of Pensions.
- B. A prescription plan shall be provided to the employees set out in Section 1.0 of this agreement. The plan shall be the basic prescription plan as provided through the State of New Jersey, Division of Pensions or its equivalent. Coverage shall begin as soon as enrollments can be arranged. The Health Department shall only be liable for the cost of coverage based on the monthly cost in effect when the plan is activated. Future increases in cost shall be borne by the employee or negotiated for by the Union. Effective April 1, 1985, prescription coverage for unit members shall be provided under the Health Department's current self-insured prescription program or equivalent.
- C. Effective December 31, 2010, the prescription drug reimbursement plan shall be eliminated.

ARTICLE XVIII -- MISCELLANEOUS

- A. The Health Department will provide a suitable bulletin board for the Union's official use (3" x 4" in size). It shall have a transparent face side, and be equipped with a lock and key, which shall be the property of Local 108.
- B. The Health Department shall replace uniformed as required for uniformed employees. Individual garments will be replaced when worn or damaged beyond normal repair.

ARTICLE XIX -- RESIGNATION OF EMPLOYEES

- A. Every employee shall give the Director notice of his intention to resign from the Department. Notice shall be commensurate with the responsibilities of the employee.

The following employees shall give thirty (30) days written notice:

- Office Manager
- Registrar
- Deputy Registrar
- Public Health Nursing Supervisor
- Public Health Nurse
- Senior Executive Secretary
- Health Educator
- Registered Environmental Health Specialist
- Public Health Investigator
- Adolescent Health Coordinator

Community Youth Health Educator (Reach & Teach program)

The following employees shall give two (2) weeks notice:

Sub-Registrar

Executive Secretary

Bilingual Clerk

Part-time Employees

- B. A resigning employee shall continue to perform his/her duties in the usual manner up to the date of termination and shall have the affirmative responsibility to complete all work in progress and to turn over his/her supervisor or the Director all such work and departmental files for which he/she had had responsibility and all department property prior to termination.
- C. Failure to fully comply with the aforesaid shall cause a forfeiture of the pay due to accrued vacation time and sick leave, if any, as well as the possible reduction or total forfeiture of the employee's final paycheck to compensate the employee left to finish the resigning employee's duties and responsibilities.
- D. An employee who terminates service subsequent to his/her probationary period and while in good standing shall receive termination benefits in accord with City of Englewood Ordinance 81-70, as amended.

ARTICLE XX -- HIGHER EDUCATION LUMP SUM BONUS AWARD

- A. The Board shall provide a one-time higher education lump sum bonus awards to full-time employees who have earned an undergraduate or graduate level degree, subject top the availability of funds therefore. In order to be eligible for a Higher Education Sum Bonus Award, an employee shall meet the following requirements:
- i. At the time of application, the employee must have been employed in the Department for not less than two (2) years, and all credits for the degree must have been earned during the time of employment.
 - ii. The degree must be job related.
 - iii. The employee must have a satisfactory work performance record and/or have demonstrated a continuing improvement as measured by personnel evaluations.
 - iv. The employee may not be a Project Employee, a Special Service Individual or a Trainee.
- B. To be considered for the Higher Education Lump Sum Bonus Award, an employee must make written application to the Director, setting forth the relevant information with respect to his degree and annex to said application a certified copy of his transcript. The Director shall evaluate each application, consistent with the criteria set for the above and the type of degree that is earned and make a recommendation to the Board with respect to said application. The maximum bonuses which may be awarded hereunder for the degrees specified are as follows:

Associates Degree	\$750
Bachelor's Degree	\$1000
Master's Degree	\$1500

- C. Additionally, clerical or secretarial staff who complete a two year business course, and who meet the requirements of subsections (A), (B), (C), and (D) above, shall be eligible for a one time award.
- D. The Board shall review each application for the Higher Education Lump Sum Bonus Award and based upon said review, shall approve, modify or disapprove of the recommendations of the Director. An employee who received compensation for educational credits, prior to the effective date of this Code shall be eligible hereunder to the maximum amounts provided herein less the total previously received.

ARTICLE XXI -- NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Union or any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action (including picketing and/or lobbying) against the Department of Health or any of its employees. The Union agrees that such action would constitute a material breach of this Agreement.

- B. The Union agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown, or other activity aforementioned.
- C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Union member shall be deemed grounds for disciplinary action, including termination of employment of such employee or employees.

ARTICLE XXII -- WORK- INCURRED INJURY

- A. Employees, who are injured whether slightly or severely, while working must make immediate report to the Department Head or designee.
- B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.
- C. Any employee who is disabled because of occupational injury, shall be granted leave of absence with full pay, for the period not exceeding a total of three calendar months. Employees who are absent, in accordance with the above, due to job injury, will be paid from the date of injury, when substantiated by the treating physician. Any amount of salary or wages paid or payable to such an employee, shall be reduced by the amount of Workers' Compensation paid under New Jersey Workers' Compensation for temporary disability.

D. Employees returning from an authorized leave of absence as set forth above will be restored to their original job classification with no loss of seniority or other employee rights, privileges, or benefits.

**ARTICLE XXIII -- JURY DUTY AND LEAVE OF ABSENCE WITHOUT
PAY**

A. Jury Duty

1. Each regular, full-time, permanent employee in full pay status, actively at work performing assigned duties, who loses time from his/her job because of jury duty, certified by the clerk of the court, shall be paid his/her regular daily rate of pay pursuant to N.J.S.A. SB:20-16, subject to the following conditions.
 - a. When a jury service is completed prior to 12:00 noon, the employees is required to telephone his/her immediate supervisor and report to work if requested.
 - b. The employee must notify his/her supervisor within 48 hours following receipt of a summons for jury service.
2. The provisions of this article do not apply when an employee voluntarily seeks jury duty service.

ARTICLE XXIV -- DISCRIMINATION AND COERCION

- A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin, or political affiliation.
- B. The Employer and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XXV -- SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVI -- OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the City. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during an employee's hours of work with the City. However, the employee recognizes that his/her primary employment responsibility

is to the City and he/she will therefore be available immediately following hours of work, upon reasonable notice by the City, if he/she is called back to perform service on an emergency basis at hours other than during the normal hours of work. Employees will advise the Health Director or designee of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head or designee may recall them back to work in the event of an emergency.

ARTICLE XXVII-- FULLY-BARGAINED AGREEMENT

- A. The City and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practice shall be binding on the City or the Union during the term of this Agreement unless agreed to in writing between the City and the Union subsequent to the date of execution of this Agreement.
- B. This Agreement represents and incorporates the complete and the final understanding and settlement by the parties of all bargainable issues which were nor could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understanding, oral or written, expressed or implied, between the parties,

shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waive as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notice given under the provisions thereof, shall change or modify this Agreement, or in manner affect the contractual relationship of the parties hereto.

E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXVIII -- DURATION

A. This Agreement shall be in full force and effect from date of signing including, March 30, 2007 and December 31, 2010 shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

B. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least (60) days prior to December 31, 2008 or March 31st of any subsequent contract year, advising that such party desires to revise or change the term or conditions of such Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals at Englewood, New Jersey, on the day and year first above written.

LOCAL 108

CITY OF ENGLEWOOD

BY: Matthew E. [Signature]

[Signature]

BY: [Signature]

[Signature]

BY: [Signature]

CITY OF ENGLEWOOD
BOARD OF HEALTH

Resolution #08-17

WHEREAS management of the City of Englewood and the Department of Health and representatives of Local 108 R.W.D.S.U.; U.F.C.W. Public Employees Division came to a final agreement on the terms of the Agreement Between Englewood Health Department and Local 108 on October 14th, 2008; and

WHEREAS the employees of the Englewood Health Department ratified the agreement by a vote of ten (10) to zero (0) on October 15th, 2008; and

WHEREAS the Board of Health has reviewed and agrees to the terms of the Agreement Between Englewood Health Department and Local 108;

NOW THEREFORE, BE IT RESOLVED, by the Board of Health of the City of Englewood, that the Agreement Between Englewood Health Department and Local 108 R.W.D.S.U.; U.F.C.W. Public Employees Division be ratified.

BE IT FURTHER RESOLVED that the President and the Secretary of the Board of Health be and are hereby authorized to execute the aforesaid agreement on behalf of the Englewood Board of Health.

Resolution taken and approved by the Board of Health of the City of Englewood at a meeting on November 12, 2008.



Nelson Xavier Cruz
Secretary