

**AGREEMENT**

**between**

**THE MORRIS COUNTY BOARD OF CHOSEN FREEHOLDERS**

**and**

**THE COMMUNICATION WORKERS OF AMERICA**

**AFL-CIO**

**(MORRIS VIEW NURSING HOME)**

**Period Effective: January 1, 2011 through December 31, 2014**

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PREAMBLE

This agreement made and entered into this     day of     , 2012 by and between the Morris County Board of Chosen Freeholders (hereinafter referred to as the Employer) and Communications Workers of America, AFL-CIO (hereinafter referred to as the Union) is the complete and final agreement between the Employer and the Union on all collective bargaining issues, and as such shall serve to promote and maintain harmonious relations between the Employer and the Union in order that fair treatment of workers is assured and efficient and progressive public service is rendered.

All terms of feminine gender shall be construed as the masculine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

## ARTICLE 1: RECOGNITION AND SCOPE

### Section 1:

The Employer hereby recognizes the Union as the sole and exclusive representative of all full-time, part-time, classified, permanent and provisional employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.) concerning salary, hours and other terms and conditions of employment in the bargaining unit described below:

- (a) Admitting Officer
- Assistant Chief Pharmacist
- Assistant Head Nurse
- Dietician
- Gerontological Nurse Practitioner
- Graduate Nurse
- Head Dietician
- Head Nurse
- Infection Control Nurse
- In-Service Instructor
- Laboratory Technician
- Practical Nurse
- Quality Assurance Coordinator
- Recreation Therapist
- Senior Dietician
- Senior Gerontological Nurse Practitioner
- Senior Pharmacist
- Social Worker
- Sr. In-Service Instructor
- Supervising Dietician
- Supervisor of Nurses

- (b) Excluded are the Chief Pharmacist, Pharmaceutical Consultant, Social Worker Supervisor, Supervisor of Nurses - CPC Unit and managerial executives and confidential employees as defined by the New Jersey Employer - Employees Relations Act, as well as those employees excluded from coverage under this contract by the most recent Public Employment Relations Commission Certification issued for this unit.

### Section 2:

Any position title established during the term of this Agreement shall be discussed with the Union and its unit placement negotiated between these parties. In the event that the parties cannot agree on the unit placement of a position title, either party may file a Clarification of Unit Petition to determine the status of the position title under this Agreement.

**Section 3:**

Unless otherwise indicated, the term "employee" or "employees" when used in this Agreement refer to all persons represented by the Union in the above defined negotiating unit.

**Section 4:**

The parties acknowledge that the Employer has the right, during the term of this Agreement, to file a Petition for Clarification of Unit with the Public Employment Relations Commission seeking the exclusion from the bargaining unit of the following title: Supervisor of Nurses, Head Nurse, Head Dietician, Social Worker Supervisor and Supervising Dietician.

## ARTICLE 2: VACATION

### Section 1:

In accordance with N.J.S.A. 11:24A-1.1, employees covered by this Agreement shall receive vacation leave pursuant to the following schedule based on length of service:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	1 day for each month worked during the first year of employment
From 1st anniversary to 6th anniversary	12 days
From 6th anniversary to 12th anniversary	15 days
From 12th anniversary to 18th anniversary	18 days
From 18th anniversary to 24th anniversary	21 days
After 24th anniversary	25 days

\* means that vacation shall be earned and credited, but no vacation leave shall be granted during the employee's first four (4) months of employment.

### Section 2:

The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of each year. Annual leave shall be taken subject to the needs of the service, during the current vacation period. After the first year of employment, vacation leave shall be credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year.

### Section 3:

In any vacation period, annual vacation or any portion thereof which is not taken by reason of the pressure of work or operational efficiency shall be accumulated into the next calendar year. At the option of the employee, vacation carryover into the next calendar year shall be paid in cash if requested.

Effective August 17, 2010, no employee shall have an accumulation on December 31, of any given year which exceeds the hours entitled to during the previous 18 months of employment. There will be no exceptions or extensions of this policy.

**Section 4:**

Annual vacation shall be granted with prior approval from the employee's Supervisor and Department Head. In scheduling vacations, seniority shall prevail.

Vacation requests for the period June 1 - September 30 shall be received on or before March 1. Vacation requests for the period October 1 - December 31, shall be received on or before July 1. The Director of Nurses or her designee shall respond to an employee's vacation request within forty-five (45) days from March 1 or July 1, whichever is applicable, provided such request is submitted in accordance with the above schedule. The employer has sixty days (60) to respond to vacation requests for the period December 16 - December 31.

Requests for single vacation days on Saturday and/or Sunday shall be honored, and will not be unreasonably denied, subject to the needs of the service.

**Section 5:**

Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on the pro-rated basis of the existing vacation schedule. An employee who has, pro-rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay, for each day of annual vacation taken in excess of the number to which he was entitled. Vacation shall be pro-rated in accordance with the schedule above.

**Section 6:**

In the event an employee is on vacation and becomes ill and is under a doctor's care or is hospitalized, his vacation shall be terminated and he shall be put on sick leave, if same is available, at the employee's option, provided the employee promptly notifies the employee's Department Head.

**Section 7:**

Upon the death of an employee, any earned and unused vacation leave shall be calculated and paid to the estate of the deceased.

**Section 8:**

Part-time workers shall accrue vacation leave on a pro-rata basis.

**Section 9:**

Any employee who has an approved vacation in excess of four (4) days shall be entitled to receive vacation pay in advance at the pay period immediately preceding the anticipated vacation. Employees requesting advance vacation pay shall notify their Department at least fifteen (15) days before the first day of vacation.

## ARTICLE 3: HOLIDAYS

### Section 1:

Employees shall be granted the following paid holidays:

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  
Election Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas

In addition, at the discretion of the Employer, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Permanent part-time employees shall receive all holidays referenced above on a pro-rata basis.

### Section 2:

To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday unless on authorized leave.

### Section 3:

Premium pay for hours worked on each of the following holidays will be paid only for hours worked on the dates specified below and not for hours worked on the days that such holidays may be observed by Morris View:

New Year's Day - January 1  
Independence Day - July 4  
Christmas Day - December 25

Premium pay for all other holidays enumerated under Section 1 above will be paid only for hours worked on the day the holiday is observed by Morris View.

As used in this Article, premium pay means the amount paid (pursuant to either Section 5 or Section 6 below) to an employee for work performed on the calendar date (actual date) a holiday falls or on the date the holiday is observed by Morris View as specified herein.



**Section 4:**

If an employee's work week is Monday through Friday, holidays, as enumerated in Section 1, which occur on a Sunday, the following Monday shall be observed as the official holiday. Also holidays which occur on a Saturday, the Friday immediately preceding the holiday shall be observed as the official holiday.

**Section 5:**

All full-time employees who work on a holiday shall receive time and one-half (1 ½) their regular hourly rate for hours worked and shall receive one (1) holiday off which shall be scheduled as follows:

- (a) Each full-time employee shall receive one (1) holiday per month which shall be scheduled by the department head or his/her designee.

Each full-time employee shall receive one (1) holiday per month which shall be requested at the discretion of the employee, subject to the needs of the facility, if the employee has not utilized unscheduled benefit time in the previous month.

- (b) The remaining two (2) holidays may be requested by the employee any time during the calendar year and shall be granted subject to the needs of the service.
- (c) All part-time employees who work on a holiday shall receive time and one half (1 ½) their regular hourly rate for all hours worked and shall be entitled to a compensation day off as scheduled by the Department Head or his/her designee.

If upon termination an employee has used more holiday leave than that to which she is entitled, she shall have deducted from her final pay an amount equal to her daily rate of pay for each day of holiday leave taken in excess of the number of holiday leave days to which she is entitled.

**Section 6:**

All employees who work on Easter Sunday (which is not a holiday under this agreement) shall receive time and one-half (1 ½) their regular hourly rate for all hours worked.

## ARTICLE 4: SICK LEAVE

### Section 1:

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

Immediate family means spouse, child, foster child, father, mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

### Section 2:

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, she shall have an amount equal to her daily rate of pay deducted from her final pay, for each day of sick leave taken in excess of the number to which she was entitled.

Each employee shall be credited with fifteen (15) sick days annually for each succeeding calendar year of full employment which is accumulative. If upon termination after a year's service, an employee has used more sick leave than that to which she is entitled, she shall have deducted from the final paycheck an amount equal to the daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which she is entitled.

### Section 3:

Notice of absence is required as follows:

Each employee is required to notify his/her supervisor by one-half hour before starting time on each day of absence, giving the specific reason for the absence, provided, however, that shift personnel are required to call in two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. Failure to report absences from duty for five consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

### Section 4:

A certificate from a licensed physician in attendance shall be required as sufficient proof of need of leave of absence or the need for the employee's attendance upon a member of the employee's immediate family. Where an employee is absent from duty due to illness less than five (5) days at one time, the County may not require production of the physician's certificate. However, in the event of absence from duty due to illness for five work days or more at one time, the employee shall be required to submit a physician's certificate to his supervisor to justify payment of sick leave.

An accumulation of fifteen (15) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of fifteen (15) days must be accounted for with a physician's certificate if the time is to be approved with pay.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

**Section 5:**

Any employee who retires on or after January 1, 2006 shall be reimbursed for accumulated sick time based on the schedule below:

Thirty (30) percent of the value of sick time at time of retirement to a maximum of Ten Thousand (\$10,000.00) Dollars

Eligibility for retirement shall be determined based upon receipt of State Pension benefits or Social Security retirement benefits.

**Section 6:**

Incentive to Reduce the Use of Sick Leave:

Employees on the payroll, on January 1 of each year, shall have an option to receive payment at their regular rate of pay for unused sick leave, at the following rate:

<u>Number of Sick Days Used</u>	<u>Number of Sick Days Paid</u>
0	5
1	4
2	3
3	2
4	1
5 or more	0

Payment of unused sick days, as described above, shall be made on the first pay in December. The number of sick hours paid will be deducted from the employee's accumulated sick hours.

**ARTICLE 5: STORM DAYS AND EMERGENCIES**

**All employees are essential personnel and must comply with County policy 1:3:08.**

## ARTICLE 6: WORKING HOURS AND WORK WEEK

### Section 1:

The work week shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday. The work week for full-time employees shall consist of five (5) days, eight hours per day. Hours for part-time employees shall be less than forty (40) hours per week. Non-nursing staff shall work from 8:00 a.m. to 4:30 p.m.

a) Shift schedules for nursing staff are as follows:

7:00 a.m. - 3:30 p.m. (including one-half hour unpaid meal period)

3:00 p.m. - 11:30 p.m. (including one-half hour unpaid meal period)

11:00 p.m. - 7:30 a.m. (including one-half hour unpaid meal period)

b) New hires or staff who are promoted to a position may be assigned a shift outside of the current shifts as long as the new shift is part of the job posting.

### Section 2:

Each shift shall provide for a paid fifteen (15) minute break.

### Section 3:

Overtime shall be paid at the rate of time and one-half (1 ½) the employee's regular hourly rate of pay for each hour worked in excess of forty (40) hours worked per week.

In computing hours worked for purposes of overtime, vacation leave, holidays, compensatory time and personal days shall be counted as hours worked. Sick leave shall not, however, be counted as hours worked.

### Section 4:

Any nurse who works in excess of four (4) hours after the completion of a shift shall be paid for hours worked on the second shift from the starting time of the second shift.

### Section 5:

Management may adjust the start and finish time of employees on a voluntary basis with two (2) weeks prior notice.

**ARTICLE 7: HEALTH BENEFITS****Section 1:**

A base hospital, major medical wraparound plan shall continue for all eligible employees, covered by this Collective Bargaining Agreement, and their eligible dependents.

The base hospital major medical wraparound plan deductible will be \$150.00 per person with a maximum deductible of \$300.00 in the aggregate per family. The stop loss limit is \$2,000.00 for an individual and \$4,000.00 for a family.

**Upon execution of Agreement, the wraparound plan will be eliminated. The PPO plan shall be the Employers Health Plan.**

The co-pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

\$ 5.00 for generic drugs  
\$10.00 for brand name drugs  
\$20.00 for non-preferred drugs

**Upon execution of Agreement, the co-pay for the Prescription Drug Plan, for active employees and anyone who retires on or after the execution of Agreement shall be:**

\$ 1.00 for generic drugs  
\$20.00 for brand name drugs  
\$35.00 for non-preferred drugs

An employee, full-time or part-time, who is eligible for health benefits prior to January 1, 1992, remains eligible for health benefits as long as he/she is regularly assigned to work twenty (20) or more hours each week.

An employee hired on or after January 1, 1992 must be regularly assigned thirty-two (32) hours or more each week to be eligible for health benefits.

The wraparound plan and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment. Upon termination of employment, the Prescription Program Identification Card is to be returned to the employer before the final paycheck is forwarded to the employee.

As an alternative to the Employer's Health Benefits Plan above, the employee may elect the HMO option.

Effective August 17, 2010, plan changes to co-payments shall be implemented pursuant to the Memorandum of Agreement signed between the parties on April 28, 2010 and delineated in the health benefit books issued by the insurance company for Morris County employees.

Effective August 17, 2010 the existing contributions will be eliminated and replaced with the following:

- a. Employees enrolled in the HMO option shall contribute 1.5% of base salary.
- b. Employees enrolled in the Wraparound plan shall contribute 1.5% of base salary

plus 2.5% of the premium based on the plan coverage selected by the employee (i.e., single, parent/child or family).

**Upon execution of Agreement:**

**Employees enrolled in HMO plan shall contribute in accordance with Chapter 78.**

**Employees enrolled in the PPO plan shall contribute the greater of 1.5% of base salary plus 2% of the premium or in accordance with Chapter 78.**

**Section 2:**

The employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payments of unreimbursable eligible medical or dependent care expenses.

**Section 3:**

The Employer shall pay the premium cost for an individual coverage dental insurance plan (employee coverage only) to a maximum of \$118.00 per year (\$9.83 per month) per employee. The provided benefit plan shall include an option for the employee to elect dependent coverage providing the same level of benefits as provided for the employee. The total cost of the premium for dependent coverage shall be paid by the employee.

**Section 4:**

It is understood and agreed that the Employer retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of benefits and administrative procedures shall remain substantially the same.

**Section 5: Retiree Health**

The Employer shall assume the entire cost of health and hospital benefit insurance coverage (base hospital major medical wraparound plan or its equivalent) for employees covered by this Collective Bargaining Agreement who retire. Notwithstanding, applicable provisions of Chapter 78 requiring retiree contribution shall apply.

In order to receive this benefit, said retiree must have been:

1. Retired on a disability pension; or
2. Retired after twenty-five (25) years or more of service credit in a New Jersey State retirement system and at least 15 years of service with the County at the time of retirement; or,
3. At the time of retirement, reached the age of 62 or older and employed by the Employer for at least fifteen (15) years.

**Each retiree and his/her eligible dependents shall receive this benefit provided they annually advise the Employer of all other health and hospital coverage under which they are covered through any other source.**

**Effective August 17, 2010, plan changes to deductibles and co-payments shall be implemented pursuant to the Memorandum of Agreement signed between the parties on April 28, 2010 and delineated in the health benefit books issued by the insurance company for Morris County employees.**

**Employees hired after August 17, 2010, who retire and meet the criteria for County paid health insurance, will receive a plan for the employee only upon retirement. Employees hired after the execution of agreement and meet the requirements for County paid health insurance will have the option to add their eligible dependents to the plan at the expense of the retiree.**



## ARTICLE 8: DISABILITY PLAN

### Section 1:

The Morris County Policy and Procedure Manual, Section 1:3.02, effective 9/14/83 (revised 6/11/91), sets forth the disability benefits for illness and injury which is not work related. Said Section is incorporated herein by reference.

The maximum weekly disability benefits for eligible employees shall be \$255.00 per week and the employee's annual contribution shall be \$67.24 per year.

### Section 2:

Any employee terminated for inability to perform work due to a disability shall be advised by the Personnel Department of the existence of other benefit programs which may be applicable such as Social Security, Pension and Health Insurance.

**ARTICLE 9: GROUP LIFE INSURANCE****Section 1:**

Insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with coverage as provided by the applicable rules and regulations of the State Division of Pensions.

**Section 2:**

All mandatory legislation on group life insurance enacted during the term of this Agreement shall be implemented. All enabling legislation on group life insurance relating to these employees enacted during the term of this Agreement will be subject to negotiations.

## ARTICLE 10: LEAVES OF ABSENCE

### Section 1: Jury Duty:

Each employee shall be allowed leave with differential pay, if required for jury duty. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

### Section 2: Military Leave:

Military leave shall be provided pursuant to New Jersey Civil Service Personnel Manual (Local Jurisdiction) Part 17-3, "Military Leave" and said part is hereby incorporated herein by reference.

### Section 3: Bereavement Leave:

- (a) The Employer shall provide non-cumulative bereavement leave with pay not to exceed three (3) days per incident in the case of the employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or other relative residing in employee's household for at least three (3) consecutive months prior to the event giving rise to the request for leave. Additional days may be approved by the supervisor and charged against sick leave for members of the immediate family as defined by Civil Service regulations. One working day per incident shall be provided for: aunt, uncle, niece, nephew, cousins, brother-in-law, sister-in-law, and grandparents-in-law.
- (b) As soon as possible, an employee shall notify his supervisor of a death in his family and of his need for leave. Notification must be given as in the case of illness under Article 4, Sick Leave, Section 3. Proof of death may be required by the employee's Department Head.
- (c) Part-time employees who work forty (40) hours in a pay period shall be entitled to receive prorated bereavement leave.

### Section 4: Other Leaves:

Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the employee's Department Head. For a leave without pay, the employee shall submit a written request to the Supervisor at least thirty (30) days in advance stating the reason for the request, and the time required. This request will be forwarded to the employee's Department Head and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

**Section 5: Personal Days:**

This Section shall apply only to employees actively employed and covered by this agreement prior to February 1, 2000. Employees hired after February 1, 2000 are not eligible for Personal Days.

**Effective January 1, 2002 employees actively employed and covered by this agreement prior to February 1, 2000 shall be entitled to an allowance of two Personal Days. For the following reasons:**

- a. Court subpoena
- b. Marriage of employee
- c. Established religious holidays
- d. Essential personal business which requires the personal attention of the employee during his/her regular work schedule.

Activities which are unacceptable under this category include, but are not limited to, social and recreational pursuits and working another job.

Part-time employees who work forty (40) hours in a pay period shall be eligible to receive personal leave on a pro-rata basis.

## ARTICLE 11: EDUCATION INCENTIVE PROGRAM

### Section 1: Purpose:

To describe the provisions of the Education Incentive Program.

### Section 2: Eligible Participants:

Employees eligible for participation in the Education Incentive Program include all full-time employees covered by this Agreement.

### Section 3: Education Requirements:

- (a) Source of Instruction - Instruction must be from a recognized and/or accredited school.
- (b) Successful Completion of Course Work - To qualify for tuition reimbursement, the employee must successfully complete the designated course work in accordance with the school's academic standards.
- (c) Prior Approval - An employee wishing to take advantage of the Education Incentive Program must obtain prior approval of his/her academic program from the Employer.
- (d) Applicable Courses - Applicable courses are those which, in the judgment of the Employer will potentially increase the efficiency of an employee to perform his/her current or projected position responsibilities. These may include:
  - 1. Course required for the successful completion of a degree program.
  - 2. Courses not part of a degree program but related to the work and/or responsibilities of the employee.

### Section 4: Eligible Expenses:

- (a) Reimbursement by the Employer will be for tuition only. All other costs such as matriculation and application fees, supplies, books, transportation, lodging and meals will be the responsibility of the employee.
- (b) Reimbursement for tuition will be made only after the approved course work has been successfully completed and satisfactory proof of such accomplishment has been furnished by the employee.
- (c) Employees pursuing an undergraduate degree will be reimbursed for a grade of "C" or better, or "Pass" for a Pass/Fail course. Allowable reimbursement per credit earned shall not exceed the cost per credit charged by Rutgers – The State University.

- (d) Employees pursuing a graduate degree will be reimbursed per credit earned for a passing grade. Allowable reimbursement per credit earned shall not exceed the cost per credit charged by Rutgers – The State University.

**Section 5: Continuing Employment Requirement:**

- (a) An employee who terminates County employment prior to completing his/her approved courses will not be reimbursed for those courses in which he/she is currently enrolled.
- (b) An employee must remain in the full-time employment of Morris View for a period of at least twelve (12) months following completion of six or more credits in a semester of approved courses. If such employee terminates employment for any reason except as stated below or is discharged within said twelve month period, then the employee must repay 50% of the total tuition paid by Morris View to the employee for the courses taken. If the employee fails to complete the full term of the employee's employment obligation as described herein by reason of death or permanent or total disability which prevents the employee's continued employment, then the obligation of the employee or the employee's estate shall terminate.

**ARTICLE 12: LABOR MANAGEMENT COMMITTEE**

The public employer agrees that the public employees shall have the right through a three (3) member committee from the Union to make recommendations and suggestions in connection with preparations, revisions and amendments of the rules and regulations promulgated by the public employer from time to time.

On a quarterly basis, these representatives from the Union may meet with the Nursing Home Administrator or his representative(s) to discuss mutual work relationships, the object being to promote better communications. It shall be noted that these meetings shall not be used for any grievance proceedings.

**ARTICLE 13: FULLY BARGAINED**

**This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement except where otherwise provided herein, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement. However, the parties may reopen negotiations by mutual agreement.**



**ARTICLE 14: SEVERABILITY**

If any provisions of this Agreement or application of this Agreement to any employer, or employees, covered hereunder is held invalid by operation of law, by legislative act or by a court or other tribunal of competent jurisdiction, such provision shall be deemed inoperable, but all other provisions contained herein shall not be affected and shall continue in full force and effect.

**ARTICLE 15: GENERAL PROVISIONS****Section 1:**

Change of address and phone number of an employee shall be reported to the employee's immediate supervisor.

**Section 2:**

Employees shall inform the Personnel Office promptly of any additions, deletions or changes in family status for the explicit purpose of keeping employment records up-to-date, and for any possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. Employees shall fill out a W-4 form, Employee's Withholding Exemption Certificate, in order to change dependents for tax purposes.

**Section 3:**

Each employee is required to have an annual physical examination at the expense of the Employer to be performed by the County Director of Medical Services or his/her designee.

Upon execution of Agreement the County will no longer provide physical examinations for certain classifications at the expense of the Employer. Annual tuberculosis skin tests, PPD only will be provided.

**ARTICLE 16: POSTING OF POSITION VACANCIES****Section 1: Posting of Non-Supervisory Position Vacancies:**

Non-supervisory vacancies will be posted in each department at Morris View for 10 calendar days and an interview will be made available to all employees interested and qualified.

The posting will state the location, description and qualifications for the vacancy.

The purpose of the posting is to permit qualified personnel to express their interest in the posted vacancy. The Administration of Morris View will consider all candidates, but reserves the right to select a qualified person whether such person is or is not currently employed at Morris View.

**Section 2: As to All Employees:**

The Personnel Department will provide qualified employees with copies of the Civil Service Notice announcing a promotional examination along with copies of the application for said examination. The Nursing Home Administrator will give first consideration to qualified current employees for promotion. This provision shall not preclude the Nursing Home Administrator from hiring persons outside of the bargaining unit.

## ARTICLE 17: CALL OUTS

### Section 1: As to Non-Nursing Personnel Only:

- (a) All call outs between the hours of 12:00 a.m. and 6:00 a.m. shall be compensated at the rate of four (4) hours call out if the time worked is less than four (4) hours. All call outs between the hours of 6:00 p.m. and 12:00 p.m. shall be compensated at the rate of two (2) hours call out time if the time worked is less than two (2) hours.
- (b) In the event actual time worked on call out should exceed the four (4) hours or two (2) hours provided, compensation in such event would be commensurate with the time worked at the applicable rate.

### Section 2: As to Full-Time and Part-Time Nursing Personnel Only:

Where a shortage of nursing staff occurs on the third shift (i.e., 11:00 p.m. to 7:30 a.m.), the shortage shall be overcome in the following manner:

- (a) If one employee calls out, there is no need for a replacement.
- (b) If more than one employee calls out, then the following order will be used to secure replacement(s):
  1. 3:00 pm – 11:30 pm Morris View nurse on duty
  2. 3:00 pm – 11:30 pm Per Diem nurse on duty
  3. 11:00 pm – 7:30 am Morris View nurse not on duty
  4. 11:00 pm – 7:30 am Per diem nurse not on duty
  5. Agency Nurse

## ARTICLE 18: GRIEVANCE PROCEDURE

### Section 1: Purpose:

- (a) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
- (b) Nothing herein contained shall be construed as limiting the right of any employee to discuss a matter informally with his or her Department Head. If such discussion involves a matter covered by the definition of a grievance in Section 2, the Union shall be advised of the adjustment of the issue.
- (c) This constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

### Section 2: Definitions:

- (a) The term "grievance" shall mean an allegation that there has been:
  1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance."
  2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Employer, which shall be processed up to and including the County Administrator, and shall hereinafter be referred to as a "non-contractual grievance."
  3. A minor disciplinary action (i.e. one imposing a penalty of suspension or fine of five days or less), taken against an employee, and he or she appeals the said decision. This appeal, known as an appeal from a minor disciplinary action, may be processed through the grievance procedure to binding arbitration.
  4. The term grievance and the grievance procedure set forth herein shall not apply in the following instances:
    - a. To matters which involve the interpretation of application of a Civil Service Rule or Regulation of N.J.S.A. 11:1-1 et seq. the Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;
    - b. To matters where the Employer is legally unable to act.
- (b) The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.

**Section 3: Presentation of a Grievance:**

- (a) The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the actual time spent in presenting the grievance as outlined in Steps 1, 2, and 3 by the grievant, a Union representative and a Union recorder.
- (b) **Discovery of Information or Documentation**-The employer, upon written request from the union, will supply to the union information in its possession that it will rely on in the presentation of its case, to entitle the union to properly represent the employee. The employer will provide the requested information within seven (7) calendar days from the receipt of the request; however, no later than seventy-two (72) hours prior to the hearing or meeting, or upon availability to the employer. The union, upon written request from the employer, will supply to the employer information in its possession that it will rely on in the presentation of its case, to entitle the employer to properly prepare for the hearing, within the same time limits as above.

**Section 4: Grievance Procedure:****Step 1**

The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence to the Nursing Home Administrator. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The department head shall schedule a hearing within five (5) working days of receipt of the grievance.

If the grievance is not settled, the same shall be presented in writing by the employee and the employee's Union representative, who is the Shop Steward or Local Union Officer, to the Department Director within five (5) working days. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. The Department Director shall schedule a hearing within five (5) working days of receipt of the grievance and render a decision within five (5) working days of the hearing.

Step 1 may be waived by mutual agreement between the parties.

**Step 2**

- (a) If the grievance is not settled through Step 1, the same shall be presented in writing by the employee and the employee's Union representative, who is the Shop Steward or Local Union Officer, to the Director of Labor Relations within five (5) working days of the written response from Step 1. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. The Director of Labor Relations shall render a decision within ten (10) working days.

**Step 3**

- (a) If the grievance has not been settled through step 2, the same shall be presented in writing by the employee and the employee's Union representative, who is the Shop Steward or Local Union Officer, to the County Administrator within ten (10) working days of the written response from Step 2. The County Administrator or his/her designee shall review the decisions at the previous steps together with the disputed areas submitted by the grievant. The grievant and/or Union Representative may request a hearing before the County Administrator or his/her designee, such party shall be heard on work time. The County Administrator will render his/her decision within twenty (20) working days after the meeting at which the matter has been reviewed. If the Union does not receive a written decision from the County Administrator within twenty (20) working days, it may move a contractual or minor disciplinary grievance to Step 4.
- (b) The grievant may be represented by the Local Union Officer or the International Union Representative or both. A minority organization shall not present or process grievances.

**Step 4**

- (a) Any unresolved grievance, except matters within the exclusive province of the New Jersey Department of Personnel may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 3 decision.
- (b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before New Jersey Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- (c) Where the grievance involved an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to New Jersey Department of Personnel is available, the individual must present her complaint to New Jersey Department of Personnel Service directly.
- (d) The arbitrator shall be selected on a case-by-case basis as follows:
1. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, or:
  2. By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.
- (e) The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the Merit System Board. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

- (f) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.
- (g) The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.
- (h) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- (i) The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- (j) The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth to the extent indicated above.
- (k) Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- (l) There shall be no loss of pay for employee for time spent either as a grievant, witness, one Union Representative or Union Recorder, in any step of the Grievance Procedure.
- (m) Employee grievance shall be presented on prepared forms. The Grievance Procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.
- (n) Grievance resolutions or decisions at Step 1 through Step 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representative of both parties. This is not to be construed as limiting the right of either party or introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.
- (o) One (1) Union member, designated by the Union, shall be allowed a maximum of one (1) hour during working hours to investigate each grievance.
- (p) The Employer shall make available to the Union all necessary and pertinent information regarding grievances except information which is privileged under law including, but not limited, to patient medical records.



**Section 5: Discipline:****(a) For permanent employees only:**

- 1) In the case of minor disciplinary actions (i.e. where the penalty is under five (5) days suspension, or fine) the Employer will apply the concept of progressive discipline reserving the right to apply more severe discipline for more serious violations.
- 2) The Employer will apply the standard of sufficient cause in accordance with N.J.A.C. 4:1-16.7 in the instance of disciplining permanent employees.

**(b) Provisional employees shall be disciplined in accordance with applicable Civil Service Rules and Regulations.****(c) The employer will provide the local union president with notification of minor disciplinary actions that are above a verbal warning with seven (7) calendar days of the discipline.**

## **ARTICLE 19: EMPLOYER RIGHTS AND RESPONSIBILITIES**

### **Section 1:**

In order to effectively administer the affairs of Morris View and to properly serve the public, the Employer, hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

- (a) To manage and administer the affairs and operations of the Employer;
- (b) To direct its working forces and operations;
- (c) To hire, promote and assign employees in accordance with the law;
- (d) To demote, suspend, discharge or otherwise take disciplinary action in accordance with law. The requirement of taking disciplinary action against employees for cause and in accordance with law is applicable only to permanent employees under Civil Service;
- (e) To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of Morris View.

### **Section 2:**

The Employer's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to laws of New Jersey and of the United States.

### **Section 3:**

Nothing contained in this Agreement shall operate to deny or restrict the Employer in exercise of its rights, responsibilities and authority pursuant to the laws of this State or of the United States.

**ARTICLE 20: SALARIES**

**Section 1: Salary Adjustment**

- a. Effective January 1, 2012 and retroactive to that date, the employees on the payroll as of December 31, 2011 shall receive a two and one-half (2 ½ %) percent salary increase.
- b. Effective January 1, 2013 the employees on the payroll as of December 31, 2012 shall receive a one and three quarter (1 ¾ %) percent salary increase.
- c. Effective January 1, 2014 employees on the payroll as of December 31, 2013 shall receive a one (1%) percent salary increase.

**Section 2: Minimum Hiring Rates**

<u>Social Worker</u>	<u>Graduate Nurse</u>	<u>Licensed Practical Nurse</u>	<u>Gerontological Nurse Practitioner</u>
\$19.24	\$22.62	\$18.72	\$31.72
Minimum Hiring Rates Effective July 1, 2010			
\$20.24	\$23.62	\$19.72	\$32.72

**Section 3:**

The following titles will correspond to the equivalent titles or hourly rates listed below during the term of this Agreement:

<u>Title</u>	<u>Equivalent Title</u>
Instructor of In-Service	Head Nurse
Case Manager	Head Nurse
Sr. Instructor of In-Service	Supervising Nurse
Registered Dietitian	Graduate Nurse
Dietitian	Graduate Nurse less 12/hr.
Lab Technician	\$10.05 per hour

**Section 4:**

- (a) Shift differentials shall be paid to all employees working on or after 3:00 p.m. or 11:00 p.m.:

Evening shift: \$ .95 per hour  
 Night shift \$ .95 per hour

Shift differential shall be added to the base salary after the computation of overtime.

In the case of an employee starting work on the day shift who then continues to work on the second shift on that day, the employee shall only be paid shift differentials for hours worked past 3:30p.m.

- (b) If the day shift employee changes his/her regular shift to work on evening or night shifts, he/she will be paid his/her regular rate of pay plus shift differential.

- (c) It is specifically understood by the parties that provision (b) of this section shall not apply to hours worked on the new shift, paid at an overtime rate. In this event the employee's regular hourly rate of pay only shall apply in computing the overtime.
- (d) Shift differential shall not be paid on any benefit time taken.

**Upon execution of Agreement:**

**If an employee is permanently assigned to work the day shift (7:00 a.m. – 3:30 p.m.), he/she will not be eligible for a shift differential if he/she works an evening or night shift.**

**If an employee is permanently assigned evening (3:00 p.m. – 11:30 p.m.) or night (11:00 p.m. to 7:30 a.m.) shift, he/she will continue to receive a shift differential if he/she works an additional evening or night shift. However, an employee who is permanently assigned evening or night shift will not receive a shift differential if he/she works during the day shift.**

**Section 5: Weekend Premium**

- (a) All bargaining unit employees who work between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday will receive a weekend premium of \$1.50 per hour, which premium is to be added to their gross pay after computation of overtime.
- (b) Weekend premium shall not be paid on any benefit time taken.

**Section 6: Extra Compensation for Covering Two Units:**

- (a) Whenever a Supervisor of Nurses on the 11:00 p.m. to 7:30 a.m. shift functions as the Shift Supervisor and must cover a unit he/she shall be paid time and one-half the regular hourly rate for all hours worked less than 40 and double time for all hours worked in excess of 40, during which he/she covers a unit and functions as the Shift Supervisor.
- (b) For the purpose of this provision a unit is defined as follows:

**Nursing Unit**

1A = 1 unit  
 1B = 1 unit  
 1D = 1 unit  
 2A = 1 unit  
 2D = 1 unit

**Section 7: Out of Title Pay:**

When a nurse performs work normally done in a higher position he/she shall receive a five (5) percent premium based upon his regular hourly rate of pay (in the position title he/she normally holds) for each hour worked out of title only in the instances described below:

- (a) An R.N. working as a Head Nurse or Supervisor.
- (b) An Assistant Head Nurse working as a Supervisor.

- (c) An Assistant Head Nurse working more than twenty (20) consecutive work days as a Head Nurse shall receive out of title pay retroactively to the first (1<sup>st</sup>) day of such work.
- (d) A Head Nurse working as a Supervisor.
- (e) When a Graduate Nurse performs the work of a Supervisor he/she shall receive a five percent (5%) premium based upon his/her regular rate of pay (in the position title he/she normally holds) for each hour worked out of title.

**Upon execution of Agreement the Graduate Nurse will no longer receive a five percent (5%) premium based increase but will receive a \$2.25 per hour differential payment.**

- (f) When an LPN or RN performs the functions of a Charge Nurse he/she shall be compensated with a differential of \$1.75 per hour.

#### Section 8: Effect of Demotion on Salary:

When an employee is demoted to his/her former title, the salary will be reduced by the percentage of his promotional increase.

#### Section 9: Promotions:

- (a) Employees promoted to a position in a higher salary grade will receive a five percent (5%) increase on their current salary unless there is specific language delimiting the salary increase.
- (b) Employees promoted from Registered Nurse to Head Nurse shall receive a ten (10) percent increase on their current salary.
- (c) Upon execution of Agreement Registered Nurse to Assistant Head Nurse shall receive a two and one half percent (2.5%) increase on their current salary
- (d) Upon execution of Agreement employees promoted from Assistant Head Nurse to Head Nurse will receive a two and one half percent (2.5%) increase on their current salary.
- (e) Upon execution of Agreement Employees promoted from Head Nurse to Supervisor of Nurses will receive a five percent (5%) increase on their current salary.
- (f) Promotions from L.P.N. to R.N. – An L.P.N. who becomes an R.N. shall receive a 5% adjustment in salary or an adjustment to the minimum for R.N., whichever is great, effective upon her assignment as an R.N. by Morris View

Effective January 1, 2006, promotion from LPN to RN shall not be automatic but subject to the needs of the facility. This provision is not applicable to current employees enrolled in a RN Program at time of execution of the collective bargaining agreement.

#### Section 10: Salary Computation:

Salaries for all nurses, full-time and part-time, shall be computed on an hourly basis.

## ARTICLE 21: LONGEVITY

### Section 1:

Each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article 20 set forth above, a longevity increment based upon years of service with the Public Employer in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Percentage</u>
From 3rd Ann to 8th Ann	1
From 8th Ann to 12th Ann	3
From 12th Ann to 16th Ann	5
After 16th Ann	7

### Section 2:

Any and all longevity shall accrue and be effective after ninety (90) days of employment provided such employee shall have requested in writing permanent status under Civil Service requirements. Any time period shall commence to run from the date of making such request.

### Section 3:

Employees carried in a temporary status for extended period of time through no fault of their own, shall be entitled to have the time employed in temporary status after the initial ninety (90) day period counted in their total length of continued service for the purpose of entitlement to longevity benefits under this contract.

### Section 4

Notwithstanding Sections 1 through 3 of this Article, this Article shall apply only to employees actively employed and covered by this Agreement prior to January 1, 1992. Employees hired after January 1, 1992 are not eligible for longevity benefits.

**ARTICLE 22: UNION LEAVE**

**Aggregate Time Off For Union Activities:** During the calendar years of 2009 and 2010 only, no more than a total of 10 days paid leave per year, and no more than five (5) unpaid days leave each year may be granted for Union Business.

All requests for Union leave will be made in writing two weeks before the leave is to commence. If, in the opinion of the Nursing Home Administrator or his designee, the employee's absence from duty on Union business will impede or unduly interfere with the conduct of normal Morris View business, then the Nursing Home Administrator or his/ her designee may, upon written notice to the employee, deny said leave. Union leave shall not be unreasonably denied but the denial of such leave is non-grievable.

**ARTICLE 23: NON-DISCRIMINATION**

Neither the Employer nor the Association will discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, sex, physical handicap, or liability for service in the Armed Forces of the United States.



**ARTICLE 24: PERSONNEL FILES**

Each employee shall be given the opportunity to review the contents of her personnel file upon request to the Nursing Home Administrator or his/her designee.

The employee shall have the right to respond to any document in her personnel file. Such response shall be directed to the Nursing Home Administrator and shall be included in the respondent's personnel file.

Each employee shall have the right to see and respond to any and all documents before they are placed in her personnel file, said documents to be initialed by the employee.

After a period of 12 months the employee may make a request to the Nursing Administrator to delete reprimands, warnings, corrective and/or disciplinary action from the employee's personnel file.

**ARTICLE 25: NO STRIKE CLAUSE**

Since this Agreement provides for the orderly and peaceful resolution of grievances, including binding arbitration, Union agrees that it will not authorize, institute, aid, condone or engage in any slowdown, work stoppage, strike or any other interference with the work and/or statutory functions of the employer during the tenure of this Agreement. A strike, slowdown or work stoppage will be considered a material breach of this Agreement.

## **ARTICLE 26: APPLICATION OF BENEFITS**

### **Section 1:**

Except as specifically noted, all benefits referred to in this contract shall apply to all employees included under the terms of this Agreement.

### **Section 2:**

Further, unless otherwise noted, the provisions of this Agreement shall not apply to any employee who has left the employ of the County of Morris prior to the execution of the collective bargaining agreement by the parties however, the salary article shall retroactively apply from January 1, 2012, through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to execution of the collective bargaining agreement shall receive the employee's salary adjustment retroactively from January 1, 2012, to the employee's last date of employment.

### **Section 3:**

Changes in compensation shall be applicable as stated under Article 20. If no date is specified, the compensation change shall be applicable to the date of hire of the employee or January 1, 2012, whichever is later.

**ARTICLE 27: PENSIONS**

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All new legislation which is mandatory will be implemented and all new enabling legislation will be subject to negotiations.

**ARTICLE 28: LIABILITY INSURANCE**

During the term of this Agreement, the Employer shall continue the existing liability insurance coverage for employees covered by this Agreement. All such employees shall be entitled to defense and indemnification by the Employer for all actions performed within the scope of their employment.

**ARTICLE 29: DUES DEDUCTION AND REPRESENTATION FEE**

The Employer agrees to deduct from the bi-weekly pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Employer, during each calendar month, the amount of monthly Union Dues. Dues shall be two (2) hours pay per month based on a 40 hour work week, or such other amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made.

The Employer further agrees to deduct, in accordance with the provisions of N.J.S.A. 34:12A-5.6, P.L. 2002, c. 46 and PERC Docket no. PD-2003-008 as related to Agency Shop.

Deduction of Union Dues and Representation Fees made pursuant hereto shall be remitted by the Employer to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D. C. 20001, by the tenth (10th) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of any of the above deductions.

## ARTICLE 30: UNION RIGHTS AND REPRESENTATIVES

It is recognized by the parties to this Agreement that the responsibility of handling grievances, administering this contract and disposing of disputes which may arise is a duty of the Union. It may be necessary for certain officers and representatives of the Union to attend to these matters during the Employer's hours of operation. The right to conduct business by these representatives on Employer time is recognized as follows:

- (a) The Morris View Branch President of the Union or her designee shall be permitted one hour per day to conduct the Union business during the working day.

### Section 1: Access to Premises:

- (a) Union officials and duly authorized Union representatives, whose names and identification have been previously submitted to and acknowledged by the Employer, shall be admitted to the premises of the Employer on Union business with prior approval. Union officials shall have the opportunity to consult with employees in this bargaining unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. The Employer will designate appropriate places for such meetings at its facilities.
- (b) The Union shall be allowed to conduct normal business meetings on Employer properties, provided that space is available during hours when the facilities are open, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability for damages, care and maintenance, and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours. Less notice may be acceptable to the Employer.

### Section 2: Bulletin Boards

The Employer will make space available on existing bulletin boards, which space will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" by 30" or an equivalent. If the union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Approval of such requests shall conform to Employer standards and will not be unreasonably withheld by the Employer. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union.

### Section 3: Union Stewards

The Union has the sole right and discretion to designate Stewards or alternates and specify their respective responsibilities and authority to act for the Union.

### Section 4: Union Privileges

- (a) Where the Union has mail to be delivered to its officers or stewards, the interoffice mail system will be made available to deliver such mail within any institution or building provided that priority is retained for the business of the Employer.
- (b) When a managerial consultant investigating or implementing committee seeks views of its employees, the Union may present a written statement of its views to the investigating agent and to the Employer.

## ARTICLE 31: UNIFORMS

### Section 1:

Beginning in 2006 and for each subsequent year of the contract, Morris View will pay a Uniform Allowance of \$150.00 to each eligible full-time and part-time employee in the following titles:

Assistant Head Nurse	Laboratory Technician
Dietician	Practical Nurse
Gerontological Nurse Practitioner	Recreation Therapist
Graduate Nurse	Senior Dietician
Head Dietician	Senior Gerontological Nurse Practitioner
Head Nurse	Senior In-Service Instructor
Infection Control Nurse	Supervising Dietician
In-Service Instructor	Supervisor of Nurses

An eligible employee is one who has in past years received uniforms issued by and paid for by Morris View. Therefore, the following job titles are excluded from receiving the uniform allowance:

Admitting Officer	Social Worker
Quality Assurance Coordinator	

### Section 2:

1. The uniform allowance will be issued on the closest pay period to December 1 annually in the form of a separate check. Each eligible employee must sign for their check when issued.
2. Employees hired during the calendar year will receive a pro-rated allowance beginning with their first full month of employment.  
  
All new hires must be in proper uniform on their first day of work. No exceptions.
3. Employees are required to wear a proper uniform while on duty at all times. Morris View shall determine their acceptability.
4. Employees are required to maintain their uniforms. Morris View will not provide laundry, labeling or upkeep services.
5. Morris View no longer will supply uniforms to employees.



**ARTICLE 32: DURATION**

**This Agreement shall be in full force and effect as of the first day of January, 2012 and shall remain in full force and effect through the thirty-first day of December, 2014. If either party desires to modify or terminate this Agreement, it must, no later than September 30, 2014 give written notice of its intention. In the event no such notice is received by September 30, 2014, this Agreement shall continue in effect from year to year, after December 31, 2014 subject to modification or termination by either party upon written notice given prior to August 31st of any succeeding year.**

**IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.**

**ATTEST:**

**BOARD OF CHOSEN FREEHOLDERS  
OF MORRIS COUNTY**

**BY \_\_\_\_\_**

**BY \_\_\_\_\_**

**ATTEST:**

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO**

**BY \_\_\_\_\_**

**BY \_\_\_\_\_**

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**APPENDIX**  
**2011 CONTRACT EXTENSION**

1. **Duration:** January 1, 2011 through December 31, 2011
2. The parties agreed to extend the terms and conditions of the January 1, 2009 through December 31, 2010 Collective Negotiation Agreement.
3. **Salary:**
  - a. Effective January 1, 2011 there shall be a zero percent (0%) increase to the salary guide.