

Agreement

between the

County of Passaic

and

District 1199J, National Union of Hospital and Healthcare Employees AFSCME, AFL-CIO

representing Nurse Supervisors at the Preakness Healthcare Center for the period of

January 1, 2019 to December 31, 2022

Prepared by:

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THIS AGREEMENT made and entered into on this _____ day of _____, 2019 by and between the County of Passaic (hereafter "County" or "Employer") with its principal place of business located at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and District 1199J, National Union of Hospital and Healthcare Employees AFSCME, AFL-CIO (hereafter "District 1199J" or "Union"), who are the designated bargaining unit for Nurse Supervisors at the Preakness Healthcare Center (collectively referred to as the "Parties" throughout the Agreement).

WITNESSETH

WHEREAS, the County recognizes the Union as the collective bargaining representative for Nurse Supervisors at the Preakness Healthcare Center, pursuant to N.J.S.A. 34:13A-1, *et seq.*; and

WHEREAS, it is the intent and purpose of the Parties that this Collective Negotiations Agreement (hereafter "Agreement") promote and improve the mutual interests of the patients at Preakness Healthcare Center, as well as its employees, and to avoid interruptions and interferences with services to patients as set forth herein, rates of pay, hours of work, and conditions of employment; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE I. RECOGNITION

1. Recognition of Union.

- a. The County recognizes the Union as the sole and exclusive collective bargaining representative of all registered professional nurses acting as Nursing Practitioner, Nursing Supervisor, Assistant Nursing Supervisor, and Infection Control Staff Nurses. Minimum Data Set Coordinator is recognized as an in-house County title.
- b. Excluded are LPNs and RNs, Staffing Coordinator, Director of Nursing, Quality Assurance Coordinator, confidential, executive and managerial employees, physicians, dentists, clerical employees, craft employees, service employees and police, students whose performance of work at the County is a part of the educational course of study such students are pursuing, part time employees who work a total of one fifth (1/5) of the regular full-time work week, or less for the job classifications in which they work, and temporary employees as defined herein.
- c. The Parties agree that the title Staffing Coordinator is a confidential/managerial title excluded from this Union.

2. Jurisdiction.

- a. It is agreed that this Agreement shall apply and continue in full force and effect at any location to which the County may move within Passaic County. It is further agreed that this contract shall apply to any new or additional facilities of the County and under its principal direction and control within Passaic County.
- b. In the event the County sells, conveys, assigns, or transfers its operation of Preakness Healthcare Center, or if another party acquires, merges, and/or affiliates of another

government entity within the State of New Jersey, the County will give the Union thirty (30) days' notice prior to the culmination of the event described herein.

3. Whenever the word "employees" is used in this Agreement it shall be deemed to mean any person holding a position in the service of the County in the Union covered by this Agreement, as defined in Article I, Section 1 hereof.
4. At the time a new employees subject to this Agreement is hired, the County shall deliver to said employees a written notice that the County recognizes and is in contractual relations with the Union and quoting and/or paraphrasing the provisions of Article II and Article III of this Agreement.
5. Part time employees are defined as employees working half (1/2) of the hours of regular full time Employees.
6. Part time employees covered by the Agreement shall receive fringe benefits, wage rates, and wage increases hereunder on a pro rata basis. Employees working half time (1/2) per month shall be entitled to health insurance. Only full time employees shall be covered by life insurance.
7. A part time employees must work a minimum of eighty eight (88) hours per month to be eligible for benefits.

ARTICLE II. UNION SECURITY

1. All present employees covered by this Agreement may join the Union and become members of the Union.
2. All future employees may become members of the Union. The County shall in no way interfere with the solicitation of each membership nor discourage the same.
3. For the purposes of this Article, an Employees shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues uniformly required as a condition of membership.
4. The County shall abide by all of the conditions and regulations as set forth in N.J.S.A. 34:13A-1, et seq., commonly known as the Workplace Democracy Enhancement Act.
5. *This section intentionally deleted.*
6. It is specifically agreed that the County assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the County harmless from any claims, actions, or proceedings by an Employees arising from dues deductions made by the County hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligations and responsibility of the Union.
7. The Union shall be allotted a reasonable amount of time at each employee's orientation, as mutually agreed upon by Union representatives and the Executive Director of Preakness Healthcare Center.

ARTICLE III. CHECK-OFF UNION DUES

1. Upon receipt of a written authorization from an Employees who has completed three (3) months of employment, in the form annexed hereto as **Exhibit A**, the County shall, pursuant to such authorization, deduct from the wages due from said Employees and remit to the Union regular monthly dues as fixed by the Union, together with a list of all Employees from who dues have been deducted.
2. The County shall be relieved from making such check off deductions upon: (a) termination of employment; (b) Transfer to a job other than one covered by the Agreement; (c) layoff from work; (d) agreed leave of absence; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding (a), (b), (c), and (d) above, upon return of an Employees to work from any of the foregoing enumerated absences, the County will immediately resume the obligation of making said deductions, except that the deduction for terminated employees shall be governed by Article III, Section 1.
3. The County shall not be obliged to make Union dues deductions of any kind from any Employees who, during any dues months involved, shall have failed to receive sufficient wages to equal those dues deductions.
4. It is specifically agreed that the County assumes no obligations, financial or otherwise, arising out of the provisions of Article III, and the Union hereby agrees that it will indemnify and hold the County harmless from any claims, actions, or proceedings by an employee arising from dues deductions made by the County hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV. NO DISCRIMINATION

The County and Union agree to abide by all State and Federal laws prohibiting discrimination.

ARTICLE V. UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

1. No employees shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time, or in working areas of the County at any time, except as provide in Article XXVII, No Strike or Lockout.
2. A representative of the Union shall have reasonable access to the Preakness Healthcare Center for the purpose of conferring with the County, and delegates of the Union and/or Employees for the purpose of administering the Agreement. When the Union representative finds it necessary to enter a department of the Preakness Healthcare Center for this purpose, he/she shall first advise the Preakness Healthcare Center Executive Director or his/her designee in person, as the County shall state. A delegate of the Union intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Preakness Healthcare Center.
3. The County shall provide space for bulletin board(s), which shall be used for the purpose of posting proper Union notices. Such bulletin board shall be placed in each unit of the Preakness Healthcare Center, conspicuously and at places readily accessible to Employees in the course of

employment. Copies of materials posted on said bulletin boards shall be given to the Preakness Healthcare Center Executive Director or his/her designee prior to posting.

4. The work schedule of employees elected as Union delegates shall be adjusted to permit attendance at regular delegate assembly meetings provided that Preakness Healthcare Center operations shall not be impaired. The Union shall give notice of the delegate meeting schedule.
5. The Preakness Healthcare Center Executive Director shall be notified in writing of the employees selected as the bargaining unit delegate.
6. The County shall furnish the Union with a list of their representatives by job titles who are to participate in the settlement of grievances as provided Article XXVIII, Grievance Procedure.

ARTICLE VI. PROBATIONARY EMPLOYEES

1. Newly hired full time employees shall be considered probationary for a period of three (3) months from the date of employment, excluding time lost for sickness and other leaves of absences as set forth herein.
2. Probationary periods may be extended for thirty (30) days upon advance notice in writing to the Union giving reason for the extension.
3. The probationary period for a part time employees whose regularly scheduled hours are eighty (80) hours or less per month shall be twice the length of the probationary period of full time employees.
4. During or at the end of the probationary period, the County may discharge any such employee's at-will, and such discharge shall not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE VII. TEMPORARY EMPLOYEES

1. A temporary employees is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an employees on leave or vacation. The three (3) month period may be extended by the County at its option up to an additional three (3) months or for the length of the leave of the employees being replaced, whichever is greater.
2. Temporary employees will receive holiday pay at the same manner as regular employees.
3. After three (3) months, temporary employees will begin to accrue vacation and sick leave beginning with the first day of the fourth month of employment.
4. A temporary employees who has been employed three (3) months or longer shall be treated as a regular employees for the purpose of filling vacant or available permanent positions of which the employees is qualified. A temporary employees who is retained as a temporary employees after the initial three (3) month period shall be entitled, when replaced by the returning employees, to bump an employees with less classification seniority, subject, however, to Article VIII, Seniority, Part 7(b).

ARTICLE VIII. SENIORITY

1. Definition of Seniority.

- a. County seniority is defined as the length of time an employee has been continuously employed in any capacity at the County.
- b. Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within a department.

2. Accrual of Seniority.

- a. An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.
- b. Preakness Healthcare Center seniority shall accrue during a continuous authorized leave of absence without pay up to six (6) months, or for the period of maternity leave, provided that the employees returns to work immediately following the expiration of such leave of absence, including: during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the limit provided in N.J.S.A. 34:13A-1, et seq or the length of an employee's continuous employment; if the employees is recalled into employment; and during a sick leave of up to six (6) months; or as provided in N.J.S.A. 34:13A-1, et seq.
- c. Classification seniority shall accrue during the periods specified in Article VIII, Part 2 (b) and during the time an Employees works in a specific job classification.
- d. Temporary employees, as defined in Article VII, shall have no seniority during the first three (3) months he/she occupy the status of temporary employees, but if employed longer than three (3) months or should any temporary employees become a permanent employees, then his/her seniority shall be retroactive to the date of employment.
- e. Part time employees who are regularly scheduled to work half time or eighty (80) hours or less per month shall accrue seniority at one half (1/2) the regular basis.

3. Loss of Seniority. An employee's seniority shall be lost when he/she:

- a. Terminates voluntarily;
- b. Is discharged for cause;
- c. Willfully exceeds an official leave of absence;
- d. Is laid off for a period as referred to in Article VIII; or
- e. Fails to respond to a recall from layoff, within three (3) days after the County has sent notice to him/her to return by letter or telegram to the last address furnished to the County by the employees, unless the employees has a valid reason for inability to respond.

4. Seniority will be frozen during an unpaid leave of absence.

5. **Application of Seniority.**

- a. Preakness Healthcare Center seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- b. Classification seniority shall apply in lay off and recalls and for scheduling vacation as provided herein.
- c. In order to maintain a seniority list the County agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classification of work, their dates of hire, and names of terminated employees, together with their dates of termination, and names of employees on leave-of-absence.

6. **Layoff.**

- a. In accordance with procedures established by the New Jersey Civil Service Commission (hereafter "Civil Service Commission"), in the event of a layoff within a job classification, temporary and probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Permanent employees shall be next to be laid off on the basis of their classification seniority.
- b. If a part-time employees has greater full time equivalent seniority than a full time employees in the same classification who is to be laid off, the part time employees must be willing to accept full-time employment to continue working.

7. **Recall.**

- a. In accordance with procedures established by the Civil Service Commission, whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no employees in that classification has recall rights, then the laid off employees with the most County seniority will be recalled if he/she has the ability to do the work and if not, the next senior employees will be recalled, and so on.
- b. Probationary employees who have been laid off have no recall privileges.
- c. A permanent part time employees on layoff shall have recall rights to a full time position only if he/she is willing to work the required full time schedule of hours.

8. **Bumping Rights.**

- a. It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, employees in job classifications of similar types and requiring similar skills shall be grouped together.

- b. In the event of a layoff of an employees, there shall occur only one "bump" in the County. The only employees who may be bumped by the employees originally scheduled to be laid off, shall be the employees with the least classification seniority. This is provided the employees has held the lower position permanently for at least one (1) year.

9. **Promotions.**

- a. Where a promotional vacancy in a Union job occurs, the County shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to Union employees for a period of not less than ten (10) working days, excluding weekends and holidays, before the vacancy is filled. Where two (2) or more employees are under consideration for such vacancy, the County shall promote the employees with the greatest seniority, unless as between or among such employees there is an appreciable difference in their ability to do the job. Where an emergency exists, the County may dispense with the posting requirements. Disputes under this provision shall be subject to the grievance and arbitration provisions of the Agreement.
- b. An employees who is promoted shall, upon promotion, receive an increase equal to the adjustment up to the new level plus being moved up to the nearest higher step in the new level.
- c. An employees who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job without loss of seniority or other benefits, except if he/she is discharged, his/her rights shall be subject to Article XXV of the Agreement.

10. **Lateral Transfer.** Where a vacancy occurs in a Union job (other than a promotional vacancy), any employees with a satisfactory work record and with at least one (1) year of service in his/her present job may request, in writing, a transfer to fill such a vacancy, provided that the employees has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any department. Where two (2) or more employees request such transfer in writing, the County shall transfer the employees with the greatest seniority, unless as among such employees, there is an appreciable difference in their ability to do the job. Any employees receiving such lateral transfer may be limited to one (1) such transfer per year, unless approved by the Executive Director of the Preakness Healthcare Center, and such approval shall not be unreasonably denied.

ARTICLE IX. WAGES & MINIMUMS

1. **Minimum Effective Rate.** No employees shall be hired below the minimum effective rate for his/her classification.
2. **Salaries.**
 - a. The minimum rates and schedule of levels, steps, and increment increases for the Union shall be contained in **Stipulation I** annexed hereto.
 - b. All employees in the Union will receive the following salary increases:

- i. Effective January 1, 2019, each employees in the Union shall receive a two and one quarter percent (2.25%) cost of living adjustment on his/her base salary, with no step movement on the Salary Guide. Additionally, any employees with the title "Minimum Data Set Coordinator" shall receive one thousand dollars (\$1,000.00) on his/her base salary before the two and one quarter (2.25%) increase.
 - ii. Effective January 1, 2020, each employees in the Union shall receive a two and one quarter percent (2.25%) cost of living adjustment on his/her base salary, with no movement on the Salary Guide.
 - iii. Effective January 1, 2021, each employees in the Union shall receive a two and one quarter percent (2.25%) cost of living adjustment on his/her base salary, with no movement on the Salary Guide.
 - iv. Effective January 1, 2022, each employees in the Union shall receive a two and one quarter percent (2.25%) cost of living adjustment on his/her base salary, with no movement on the Salary Guide.
3. **Higher Classification Pay.** Employees, when required to work at a higher rated Union job shall be paid at the base of his/her rate, or the rate for the other job, whichever is higher, after a total of three (3) consecutive work weeks in such higher classification, excluding vacation.
 4. **Special Care Behavioral Unit.** Employees permanently assigned to the Special Care Behavioral Unit shall receive a two dollar (\$2.00) per hour salary increase on the employee's base salary, calculated upon forty eight (48) weeks, retroactive to June 1, 2003. Employees that provide floating coverage on the Special Care Behavioral Unit shall be paid the two dollars (\$2.00) per hour salary adjustment for hours worked therein.

ARTICLE X. HOURS.

1. The regular work week for all full time employees shall consist of forty (40) hours per week, eight (8) hours per day. The regular work week for part time employees shall not exceed five (5) days. Such hours shall not exceed forty (40) hours per week. Employees shall receive four (4) days off in each two (2) week pay period, except in the event of overtime. The work week shall be Sunday through Saturday.
2. The regular work day for all full time employees covered by this Agreement shall consist of the number of hours in the regular work week as defined in Article X, Part 1, divided by five (5), inclusive of a paid half hour (1/2) lunch period.
3. The County shall make a good faith effort to schedule every other weekend off for each full time and part time employees.
4. **Hours of Work.**

- a. The hours of work for Nursing Supervisors and Assistant Nursing Supervisors under this Agreement are as follows:

7:00 AM to 3:00 PM
3:00 PM to 11:00 PM
11:00 PM to 7:00 AM

The hours of work for Nurse Practitioners under the Agreement are as follows:

9:00 AM to 5:00 PM
10:00 AM to 6:00 PM

The hours of work for Infection Control Coordinator will be 9:00 AM to 5:00 PM

- b. Flex hours will be available to employees who request same and whose request is approved by the County.
5. **Rest Period.** There shall be one (1) fifteen (15) minute rest period provided for each Union employees on each shift of each workday.
6. **Paid Lunch.** There shall be a paid half hour (1/2) lunch on each shift of each workday.
7. **Staffing.** Employees and the Union agree to continue to volunteer with management in changing their shifts to provide appropriate staffing levels and reduce overtime.
8. **Coverage.** In the event a member of the negotiation unit¹ covers three (3) buildings and one (1) floor, the employees shall, in addition to his/her regular compensation, receive compensation time at half (1/2) rate for all hours worked.²
9. **Weekends – Assistant Director of Nursing.** The Assistant Director of Nursing (hereafter “ADON”) at a meeting to be scheduled near the end of the calendar year with the Executive Director, will schedule his/her work assignment to include two (2) weekends for the following year. During these weeks, the work week shall remain at five (5) days. At a meeting to be scheduled next year with the Executive Director, the ADON shall be credited for weekend work resulting from emergency call-ins. For consideration of the above, the ADON shall receive an annual stipend of one thousand dollars (\$1,000.00).
10. Employees agree to work two (2) weekends per calendar year, five (5) hours on Saturday and five (5) hours on Sunday. In lieu of compensation, employees will be granted time off from work for eight (8) hours for each weekend day worked, to be taken within the pay period that the weekend is worked, subject to the approval of the Executive Director.³ Employees will schedule said weekend work and days off in advance with the Executive Director.

¹ Supervisor and Assistant Supervisor.

² For example, an employees working an eight (8) hour shift covering three (3) buildings and one (1) floor shall receive four (4) compensation hours.

³ For example, an employees scheduled to work Saturday and Sunday may be permitted to take two (2) days off within the pay period that the weekend work is performed, subject to staffing.

11. **Grace Period.** Employees shall be given seven (7) ten (10) minute grace periods not to exceed seventy (70) minutes in any given calendar year before any action is taken.
12. **Twelve Hour Shifts.** Beginning January 1, 2019, the County and Union shall establish a Labor Management Committee to meet on an as needed basis to establish a mutually agreeable framework for the implementation of twelve (12) hour shift for employees in the Union working in a unit of Preakness Healthcare Center. If mutually agreed upon by the County and Union, the twelve (12) hour shift schedule shall be implemented in a unit beginning January 1, 2020 for a one (1) year trial basis. If the County or Union desire to terminate the twelve (12) hour schedule after its potential implementation, it must do so in writing with at least three (3) months' notice to either party. The County and Union shall reserve the right to expand the twelve (12) shift to other units within Preakness Healthcare Center if mutually agreed upon at any point during the term of the Agreement.

ARTICLE XI. LONGEVITY

1. Employees hired as of September 1, 1989, will have their longevity calculated on the starting step of the appropriate range.
2. Longevity pay shall be determined by length of employment as follows:
 - 2% of regular pay after 7 years of service
 - 4% of regular pay after 10 years of service
 - 6% of regular pay after 15 years of service
 - 8% of regular pay after 20 years of service
 - 10% of regular pay after 25 years of service
3. Longevity pay adjustments shall be implemented as follows:
 - a. Effective September 22, 1998, all Employees hired will no longer receive longevity pay.
 - b. Each employees whose anniversary date falls between January 1st and June 30th shall receive the adjustment to which he/she would have been entitled on his/her anniversary date retroactive to January 1st of that year. Notwithstanding the foregoing, each employees shall receive the adjustment to which he/she is entitled in the pay period following the employee's anniversary date.
 - c. Each Employees whose anniversary date falls between July 1st and December 31st shall receive the adjustment to which he/shè would have been entitled on his/her anniversary date retroactive to July 1st of that year. Notwithstanding the foregoing, each employees shall receive the adjustment to which he/she is entitled in the pay period following the employee's anniversary date.
4. If it is claimed by the Union that the County has instituted a new job classification or substantially modified an existing job classification, the Union may process a claim for a change in the job rate for such classification in accordance with the provisions of Articles XXVII and XXVIII of the Agreement.

5. All current Union members shall continue to have service computed for longevity as it had been in the past. All unit members hired after December 6, 1991, shall receive longevity service credit allocated only on service in the employ of the County.

ARTICLE XII. OVERTIME

1. Employees shall be paid one and one half (1 ½) times their regular pay for authorized time worked in excess of the regular full time work week for their classification as set forth in Article X, Section 1, and in the case of a regular full time employees who is regularly scheduled to work five (5) days per week, for authorized time worked in excess of the regular full time work day as defined in Article X, Section 2.
2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days, and sick leave days. Unpaid absences shall not be considered as time worked.
3. *This section intentionally deleted.*
4. There shall be no pyramiding of overtime.
5. Employees on-call who are called back to work other than during their normal working hours shall receive one and one half (1 ½) times for all such hours worked outside of their normal workday, with a guaranteed minimum of pay for two (2) hours work.
6. Notwithstanding any provisions of Article XII, required or mandatory overtime shall be governed by N.J.A.C. 8:43E-8.1, et seq.

ARTICLE XIII. HOLIDAYS

1. Employees shall be entitled to the following paid holidays within each year:

- a. **Legal Holidays.**

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	½ day Christmas Eve
Labor Day	Christmas Day
	½ day New Year's Eve

- b. **Personal Days.** Employees shall be entitled to three (3) personal days within each year. An employee earns one (1) personal day every four (4) months. Personal days shall be scheduled in advance with the approval of the County, provided that the department head is notified of such leave at least three (3) days in advance thereof, except in an emergency.
- c. **Holiday Rotation.** Christmas Day and New Year's Day as a holiday shall be rotated from year to year amongst employees.

- d. **Holidays Recognized by the Passaic County Board of Chosen Freeholders.** Any holiday which the Passaic County Board of Chosen Freeholders grant to County employees for a specific year shall be given to the members of the Union.

2. The County and Union agree to the following conditions regarding holidays:

- a. Recognizing that the Preakness Healthcare Center is operational every day of the year and that it is not possible for all employees to be off on the same day, the County shall have the right, at its sole discretion, to require any employees to work on any of the holidays specified herein. However, the County agrees to distribute holidays off on an equitable basis.
- b. Effective July 1, 1987, in the event an employees is required to work on New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, he/she shall be paid at double the rate of pay, and shall in addition receive an additional day off with regular pay within ninety (90) days of the holiday, to be arranged with the County. If arrangements cannot be made, the employees will be paid that day's pay.
- c. Effective September 22, 1998, if an employees is not scheduled to work on any of the eight (8) holidays set forth in Article XIV, Part 2(b), but is called in, the compensation will be double the employee's regular rate of pay.
- d. If a legal holiday falls on an employee's regularly scheduled day off, the employees shall receive an additional day's regular pay or day off with regular pay within three (3) months of the holiday, if possible, with mutual agreement between the employees and his/her supervisor.
- e. If a legal holiday falls during an employee's vacation, at the option of the County, the vacation shall be extended by one (1) day, the employees shall receive an extra day's regular pay, or the employees shall receive a day off with regular pay. In making the determination, the County will take into consideration, the employee's expressed preference.
- f. Part time employees must work half the holidays of full time employees.
- g. Employees are required to work the day before and the day after a holiday in order to be entitled to holiday pay.
- h. *This section intentionally deleted.*

ARTICLE XIV. VACATIONS

1. Employees shall be entitled to vacation each year with pay as follows:

1 – 5 years	12 working days per year
6 – 10 years	15 working days per year
11 – 15 years	18 working days per year
16 – 20 years	20 working days per year

Over 20 years 22 working days per year

The following vacation schedule shall apply to all Union employees hired after August 26, 2008:

1 – 10 years	12 working days per year
11 – 15 years	15 working days per year
16 – 20 years	18 working days per year
Over 20 years	20 working days per year

Employees with less than one (1) year of employment shall accrue vacation pay at the rate of one (1) day per month for each complete month of employment providing that the employees has completed the probationary period.

2. Vacation schedules shall be established by taking into account the wishes of the employees and the needs of the County. Where there is a conflict in choice of vacation time among employees, classification seniority shall prevail.
3. The vacation eligibility year shall be as heretofore mentioned. Each employee's anniversary date shall be used for vacation purposes.
4. No part of an employee's scheduled vacation may be charged to sick leave.
5. Vacations shall be taken each year. However, an employees may cover over one (1) year of accrued vacation time with the approval of the Executive Director. Employees will not be taken for vacation time not taken.
6. Vacation pay shall be based upon the employees' regular pay.
7. An Employees who has resigned, been terminated, or lost his/her seniority pursuant to Article VIII and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance, the amount of which is to be prorated on a percentage basis.

ARTICLE XV. SICK LEAVE

1. Employees shall be entitled to paid sick leave earned at the rate of one and one quarter (1 ¼) days for each month of employment, after successful completion of probationary period, retroactive to date of hire, up to a maximum of fifteen (15) days per year. Employees, after one (1) or more years of employment with the County, shall be entitled to a total of fifteen (15) additional days of sick leave as of the beginning of his/her second (2) and each subsequent year of employment, including the days earned or to be earned in the current sick leave year.
2. Pay for any day of sick leave shall be at the employee's regular pay.
3. To be eligible for benefits under this Article, an employees who is absent due to illness or injury must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled work day, unless proper excuse is presented for the employee's inability to call.
4. Employees who have been on sick leave may be required to be examined by the County's physician before being permitted to return to duty. In case of illness on the job, the employees

shall be examined by the Preakness Healthcare Center's physician before the employees is to be sent home if that is necessary.

5. For those employees working every other weekend, effective January 1, 2001, those employees who do not call in sick on any of their regularly scheduled weekends during the course of the calendar year and who finish the year with at least seven and one-half (7 ½) days of their fifteen (15) days sick time will receive a bonus of four hundred dollars (\$400.00) payable in January of the following year, not included on base.

ARTICLE XVI. PAID LEAVE

Employees after three (3) months of employment, shall be entitled to paid leave as follows:

1. **Bereavement Leave.** Employees are entitled to four (4) consecutive days' leave of absence with pay for the death of an employee's immediate relative. Bereavement leave shall not be extended beyond three (3) consecutive calendar days immediately following the death of a family member unless approved by the County Administrator. "Immediate relative" includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother in-law, father in-law, daughter in-law, son in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees may be asked for proof at the discretion of the Personnel Department or Administration.
2. **Jury Duty.** County employees are encouraged to fulfill their civic duty and serve as a juror when summoned by the courts. An employees required to render jury service shall be entitled to be absent from work during that service and will be paid their usual pay for each required day of jury service. If an employees is notified prior to the date of service that they are required to report to the court, that employees must report to work. Employees summoned to jury duty should notify their supervisor as soon as possible but not later than one (1) week of receiving notice. Following completion of service, employees shall submit official confirmation of service provided by the vicinage.
3. **Professional Clinical Leave Days.** Time will be granted when the nursing staff is required to maintain documents and other standards and regulations pursuant to New Jersey Department of Health and federal requirements. This is in lieu of overtime. As of January 1, 1990, time records will reflect a minimum of three days plus hours not to exceed 16 hours per year. Time not granted by the employer will be carried over to the next year only up to 16 hours. Days may not be carried over without prior approval of Executive Director or his/her designee.
4. **Compensatory Time.** Employees may receive compensatory time off in lieu of overtime pay. Employees requesting compensatory time in lieu of pay shall notify the County within one (1) pay period. Compensatory time shall not be unreasonably withheld. Compensatory time must be utilized within a period of ninety (90) days after the service occurs resulting in the compensation time. Employees must submit a request to utilize compensation time by the 15th day of the prior month. If compensatory time is not taken because the County is unable to afford the employees time off, the employees shall be paid in lieu thereof.

ARTICLE XVII. UNPAID LEAVE

1. **Family Leave.** All family leave taken by an employee shall be governed by the Passaic County Procedures and Policies Employee Manual (hereafter "Employee Manual").
2. **Military Leave.** All military leave taken by an employee shall be governed by the Employee Manual.
3. **Union Business.** A leave of absence for a period not to exceed one (1) year shall be granted to employees with one (1) or more years of Union seniority in order to accept a full time position with the Union, provided such leave will not interfere with the operation of the Preakness Healthcare Center.
4. **Other Leaves.** Leave of absences without pay for other reasons will not be unreasonably denied by the County.
5. **Unpaid Leaves.** While on an unpaid leave of absence, an employees shall not be entitled to earn holiday pay, accrue sick leave time, or seniority, except as provided in Article VIII. When an employee returns to work following an involuntary leave of absence, he/she shall be reinstated to his/her former position with seniority. An employees who returns to work from a voluntary leave of absence, will be reinstated to his/her former job or another position within the same classification. As a condition of reinstatement following a leave of absence for illness, the County may require the employees to receive the approval of Preakness Healthcare Center's physician.
6. **Professional Conferences.** Employees shall be entitled to attend professional conferences related to their work on a reasonable and nondiscriminatory basis to the extent that funds are made available for such purposes within each department at the Preakness Healthcare Center. Absences pursuant to this provision are subject to the discretion of the department head concerned.
 - a. ***Union Convention.*** The County shall grant a maximum of two (2) days per year for two (2) employees to attend the Union convention. Time schedules will be adjusted for the employees to attend the convention at least seventy five (75) days in advance. Adequate notice must be forwarded to the Executive Director in order to ensure the Preakness Healthcare Center's operational needs.
 - b. ***Education.*** Nursing related education leave otherwise not covered by the terms of the Agreement will be granted without pay or benefits at the discretion of the County. The County shall not unjustly, capriciously or arbitrarily deny such leave.

ARTICLE XVIII. PAST PRACTICES

1. No classification of employees shall sustain any loss in condition of employment as practiced heretofore. This shall apply only to County policies involving wages, hours, and working conditions.
2. The specific past practices are set forth in **Stipulation II** annexed hereto. It is understood that the list of such specific past practices shall not be deemed to waive other past practices application but not included.

ARTICLE XIX. SEVERANCE PAY

At severance of employment, all benefits such as holiday time, pension, and accrued vacation time shall be paid. In the event of the death of an employees, benefits shall be payable to the legal representative of the employees in accordance with the provisions of the law.

ARTICLE XX. INSURANCE

1. The County shall continue to provide medical hospitalization and dental plans for each employees and his/her family.
2. *This section intentionally deleted.*
 - a. *This section intentionally deleted.*
 - b. *This section intentionally deleted.*
 - c. *This section intentionally deleted.*
3. **Sick Time at Retirement.** All employees shall, upon retirement, receive payment for accumulated sick time up to fifty percent (50%) of the accumulated sick time subject to a maximum amount of twelve thousand dollars (\$12,000.00) in accordance with the policies established by the Passaic County Board of Chosen Freeholders.
4. **Life Insurance.** Life insurance for the employees will remain as is presently in effect. During the term of this Agreement there shall be no diminution of these benefits.
5. **Liability Insurance.** The County shall provide, at its expense, liability insurance for each Union employees.
6. **Workers' Compensation.** The County will administer workers' compensation benefits pursuant to N.J.S.A. 34:15-12 and N.J.S.A. 34:15-14. This benefit shall be provided to the employees from the commencement of their employment until termination.
7. Effective January 1, 2019, all out-of-network charges in the "Traditional" healthcare plan offered by the County will be paid at one hundred and fifty (150%) of the Medicare Rate Schedule.

ARTICLE XXI. PENSION & RETIREMENT

The County shall continue to provide employees coverage under the Public Employees' Retirement System of the State of New Jersey for the duration of this Agreement.

ARTICLE XXII. XXIII. UNIFORMS

All employees shall be entitled to an annual clothing allowance of seven hundred and five dollars (\$705.00) for 2019, seven hundred and thirty dollars (\$730.00) for 2020, seven hundred and fifty five dollars (\$755.00) for 2021, and seven hundred and eighty dollars (\$780.00) for 2022. Said clothing allowance will be processed in the first paycheck in the month of July and must be used toward the purchase and maintenance of a uniform chosen by the County. The uniform allowance shall be prorated based on the number of months worked by the employees with the County.

ARTICLE XXIII. MANAGEMENT RIGHTS

1. Except as in this Agreement otherwise provided, the County retains the exclusive right to hire, direct and schedule the working force; to plan; direct and to control operations, to discontinue, or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working force; to hire and layoff employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner. The Parties acknowledge and agree that the County's obligations under the Health Insurance Portability and Accountability Act may preclude the County from disclosing certain confidential information.
2. The Union, on behalf of the employees, agrees to cooperate with the County to attain and maintain full efficiency and maximum patient care and the County agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

ARTICLE XXIV. RESIGNATION

1. An employees who resigns shall give the County advance notice of two (2) weeks.
2. An employees who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination.

ARTICLE XXV. DISCHARGE AND PENALTIES

1. The County shall have the right to discharge, suspend, or discipline any employees for cause.
2. The County shall notify the Union in writing of any discharge or suspension within forty eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the County within five (5) working days. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step 3 of the grievance machinery. If the Union notice of contest is given from six (6) to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.
3. If the discharge of an employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.
4. All time limits specified herein shall be deemed exclusive of Saturdays, Sundays, and holiday.

ARTICLE XXVI. NO STRIKE OR LOCKOUT

1. No employees shall engage in any strike, picketing, sit-down, sit-in, slow-down, cessation, stoppage, or interruption of work, boycott, or other interference with the operations of the Preakness Healthcare Center or County.
2. The Union, its officers, agents, representatives and members, shall not in anyway, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Preakness Healthcare Center or County, or ratify, condone or lend support to any such conduct or action.
3. In addition to any other liability, remedy or right provided by applicable law or statutes, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Preakness Healthcare Center or County occur, the Union, within twenty-four (24) hours of a request by the County, shall:
 - a. Publicly disavow such action by the employees.
 - b. Advise the County, in writing, that such action by the employees has not been called or sanctioned by the Union.
 - c. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
 - d. Post notices at Union bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.
4. The County agrees that it will not lock out employees during the term of this Agreement. However, this shall not prohibit the County from exercising its prerogative under this Agreement.

ARTICLE XXVII. GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the Parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner.

Step 1. Within one (1) pay period (except as provided in Article XXV), an employee having a grievance and/or his/her Union delegate, or other representative, shall take it up with his/her immediate supervisor, the employees may if he/she desires to, raise a complaint or grievance informally in discussion with his/her immediate supervisor before presenting a formal grievance. The County shall give its answer to the employees and/or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the grievant's department head or his/her

designee. A grievance so presented in Step 2 shall be answered by the County in writing within five (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to the County's Hearing Officer. The Hearing Officer shall render a decision in writing within eight (8) working days after the presentation of the grievance in this step.

2. Failure on the part of the County to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.
3. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Article XXVII, Part 1.
4. Without waiving its statutory rights, a grievance on behalf of the County may be presented initially at Step 3 by notice in writing addressed to the Union.
5. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
6. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.
7. A grievance which affects a substantial number or class of employees, and which the County representatives designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE XXVIII. ARBITRATION

1. A grievance, as defined in Article XXVIII, which has not been resolved thereunder, may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the County or the Union to an arbitrator selected in accordance with the procedures of the New Jersey Public Employment Relations Commission. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the New Jersey Public Employment Relations Commission.
2. The fees and expenses of the New Jersey Public Employment Relations Commission and the arbitrator shall be borne equally by the Parties.
3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the County, the Union and the employees(s).
4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Part 1 of Article XXVIII, and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

5. A grievance contesting a discharge may, with fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration under the rules for expedited arbitration that may prevail in the New Jersey Public Employment Relations Commission.

ARTICLE XXIX. JOB POSTING

Promotions, lateral transfers and newly created positions within the Union shall be posted prominently for ten (10) days. The posting shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, the shift assignment, and the procedure to be followed by employees interested in applying. A copy of each notice posted will be forwarded to the appropriate Union representative.

The County will post prominently for fifteen (15) calendar days the name of the individual selected under the above procedure for the promotion and reassignment.

ARTICLE XXX. ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

Each employees shall, upon reasonable notice, be given an opportunity to review any evaluation of the employee's work performance or conduct prepared during the term of this Agreement and included in their permanent personnel folder. The employees may file a written response to such materials and, if required, such response will be attached to and retained with the particular instrument performance.

Each regular written evaluation of work performance shall be reviewed with the employees and evidence of this review shall be the required signature of the employees on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

No document of anonymous origin shall be used against any Employees. Copies of any written documents specifically related to discipline or the work performance of any employees which are relied upon by the County during any disciplinary proceeding, grievance hearing or in any final evaluation report will be given to the employees.

ARTICLE XXXI. TUITION REIMBURSEMENT & CONTINUING EDUCATION

1. Professional Development.

- a. Each full time Union employees shall be eligible to attend the established educational programs within the County and in accordance with County policy to receive supplemental courses toward a Bachelor in Science of Nursing.
- b. The County agrees to provide reimbursement up to a maximum of twelve (12) credits per year for graduate and undergraduate coursework offered at the State College rate. Graduate and Undergraduate coursework may be completed via the internet. To receive one hundred percent (100%) reimbursement, an employees must earn a grade of an A; to receive ninety percent (90%) reimbursement, an employees must earn a grade of a B; to receive eighty (80%) reimbursement, an employees must earn a grade of a C. There will be no reimbursement of any grade below a C. Prior approval must be granted by the Executive Director and the courses must be in nursing related programs. Pass/fail courses will be reimbursed one hundred percent (100%) for a passing grade.

- c. Employees seeking reimbursement for tuition must be submit the required documentation by the end of the year in which tuition was paid. Employees seeking reimbursement shall provide the County with a copy of the transcript, copy of the bursar's bill, and a copy of check, or evidence of payment. Upon submission of documentation by the employees, the County will reimburse the Employees within ninety (90) days.
2. **Professional Conferences.** Employees who have the opportunity to attend professional conferences related to the work on a reasonable and non-discriminatory basis to the extent it does not interfere with patient services, seminars, meetings, or other work relate functions, and approved by the Executive Director, shall be reimbursed to the employees. Paid time off and fees for an approved professional conference will be paid. Compensatory time will be given for actual seminar attendance time if an employees is not on duty. A written report shall be submitted to the Executive Director by attending employees.
3. **Organization Fees.** The County shall reimburse, upon notification, organizational and/or professional dues for any memberships required by the County.
4. **Educational Programs.** If a Union member is required by the county to attend any educational programs, then the County shall bear the full cost for the program, and all necessary and reasonable expenses.

ARTICLE XXXII. LABOR MANAGEMENT COMMITTEE

A Labor Management Committee (hereafter "Committee") shall meet quarterly and will be comprised of three (3) representatives from the County and three (3) representatives from the Union. Committee meetings will not generate overtime or compensatory time.

A written agenda shall be prepared and exchanged with a minimum of one (1) weeks' notice. The meeting shall not exceed a two (2) hour period, and written minutes will be available for review by the Union and County.

Recommendations from the Committee will be referred to the Executive Director for final determination. The Executive Director's response will be forwarded to a designated Union representative. Negotiations regarding preceptor pay and/or compensation shall be handled by the Committee.

ARTICLE XXXIII. MEALS

There will be a two dollar (\$2.00) per week offset on meals for forty eight (48) weeks via payroll deductions. Employees shall not be reimbursed for said meal allowance while on sick leave, medical leave, vacation, family leave, workers' compensation leave, suspension, or other leaves as outlined herein.

ARTICLE XXXIV. EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States, the State of New Jersey, the New Jersey Public Employment Relations Commission or New Jersey Civil Service Commission, such provision shall be superseded by the appropriate provision of

such law or regulations, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXXV. CIVIL SERVICE REGULATIONS

The administrative and procedural provisions and controls of the civil service law and the rules and regulations promulgated thereunder are to be observed in the administration of this Agreement, except and to the extent that this Agreement pertains to subjects not herein contained. Where the terms of the Agreement are contrary to those provisions, the County and the Union agree to initiate proceedings to achieve modifications consistent with the Agreement by request to the New Jersey Civil Service Commission. Where a rule or regulation is promulgated affecting the employees in this Union, and if the Union requires clarification or other information, a request for a meeting with the County shall be honored.

ARTICLE XXXVI. INCLEMENT WEATHER POLICY

The Parties agree to the terms and conditions with respect to inclement weather annexed to this Agreement and titled Preakness Healthcare Center Inclement Weather Policy.

ARTICLE XXXVII. EFFECTIVE DATES AND DURATION

This Agreement shall be in full force and effect for the period commencing January 1, 2019 and ending December 31, 2022. The County and Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have cause these presents to be signed by their proper officials and duly considered officials, this _____ day of _____ 2019.

Attest:

COUNTY OF PASSAIC

Louis I. Imhof, Clerk
Board of Chosen Freeholders

Cassandra Lazzara, Director
Passaic County Board of Chosen Freeholders

AS TO FORM AND LEGALITY:

Michael Glovin, Esq.
Passaic County Counsel

DISTRICT 1199J, NATIONAL UNION OF
HOSPITAL AND HEALTHCARE
EMPLOYEES

Attest:

Tyeisha Reaves, Administrative Organizer
District 1199J, National Union of
Hospital and Healthcare Employees

Susan Cleary, President
District 1199J, National Union of
Hospital and Healthcare Employees

STIPULATION I. WAGES AND MINIMUMS

STIPULATION II. PAST PRACTICES

The past practices referred to in Article XIX are as follows:

1. To enhance the employee's promotional opportunities, to the benefit of both the County and the employees, the County encourages all employees to avail themselves of nursing related career training offered by area educational institutions.
2. The Executive Director of the Preakness Healthcare Center shall make available to all employees, notice of current nursing related courses being offered and available.
3. The County represents that, upon request, time off without penalty shall be granted, as necessary, to those employees enrolled in approved nursing related training courses, subject to the needs of the County.
4. Employees shall be allowed time off with pay, to take open competitive and promotional examinations set up by the New Jersey Civil Service Commission.
5. **Leave of Absence.**
 - a. After completing one (1) year of service, any employees, upon request, shall be granted a leave of absence for educational purposes in job related subjects. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed at the request of the employees.
 - b. A year or more leave of absence, for educational purposes shall not be provided for, more than once every five (5) years. The County will conduct skill training programs for the employees from time to time.
6. Educational courses for nurses shall be paid by County with the approval of the Executive Director.
7. Registered Nurses employed with a degree in nursing, having a minimum of two (2) years staff nursing experience, will receive an additional compensation of three hundred dollars (\$300.00).
8. Course(s) leading to certification in Gerontology Nursing and the cost of re-certification in Gerontology Nursing shall be paid by the County.
9. **Staff Development Program.** A planned orientation program under the responsibility and directive of the County will be continued. The Director of Nursing Service will assure that new nurses receive adequate orientation to the Preakness Healthcare Center, including specific orientation programs and individual responsibilities.
10. **In-Service.** An organized program of in-service educations shall continue as in the past. Compensatory time shall be given for attendance at in-service programs if not held on the shift which the employees works.

PREAKNESS HEALTHCARE CENTER INCLEMENT WEATHER POLICY