

AGREEMENT

Between

PREAKNESS HEALTHCARE CENTER

and

LOCAL 2273

COUNCIL 52, A.F.S.C.M.E.

AFL-CIO

July 1, 2002 through June 30, 2006

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ARTICLE I
AGREEMENT

Agreement made between County of Passaic hereinafter referred to as “Employer,” and Local 2273, Council 52, AFSCME, AFL-CIO, hereinafter referred to as the “Union,” exclusive bargaining agent for and on behalf of all the employees (see Schedule A) now or hereafter employed by the Employer at the Preakness Healthcare Center.

ARTICLE II
PREAMBLE

This Agreement has for its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment and to avoid interruption or interference with the efficient operation of the Employer.

ARTICLE III
RECOGNITION

3.1 The Employer recognizes the right of the union and its members to be protected in exercises of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization, or to refrain from any activity, provided, however, that this right shall not extend to persons excepted in N.J.R.S. 34:13A-5.3.

3.2 The term “employee” shall mean any person holding a position by appointment or contract or employment in the service of the public employer, at Preakness Healthcare Center, Passaic County, except elected officials, heads and deputy heads of departments and agencies, and members of boards and commissions.

3.3 Employees shall also include probationary employees and part-time employees if such part-time employees are employed on a regular continuing basis, and for a minimum of 20 hours per week. There shall be a three (3) month probationary period for all new full-time employees before any benefits will be realized except for overtime pay and shift differential. Benefits such as sick time, vacation time and holidays shall accrue retroactively to the credit of the employee after completing the three (3) month probationary period. Other benefits shall begin after the completion of the three (3) month probationary period. Part-time employees must be employed on a regular continuing basis, and for a minimum of twenty (20) hours per week. Part-time employees will not accrue seniority rights until they have accumulated one-hundred eighty (180) calendar days of employment with the employer at which time seniority shall accrue retroactively to the credit of the part-time employee after completing the one-hundred eighty (180) day period.

3.4 The title Assistant Secretary Transcriber will be placed on Level 14, Step 8.

3.5 The Union will be notified of all newly hired employees no later than their first full pay period of employment.

ARTICLE IV

UNION SECURITY

4.1 All present employees covered by this Agreement may join the Union and become members of the Union. All future employees may become members of the Union. The Employer shall in no way interfere with the solicitation of such membership nor discourage the same.

4.2 The Employer agrees to deduct the Union, monthly membership dues from the pay of those employees who have authorized such deduction in writing pursuant to

N.J.S.A. 52:14-15.9E. The amounts deducted from each employee shall be remitted to the Union together with a list of all the names of the employees for whom the deductions are made by the 10th day of the succeeding month after which such deductions are made.

4.3 Representatives of the Union, including those who are not employees of the Employer, upon proper notification to the Executive Director will be permitted to visit with employee-union representatives during working hours, at their work stations for purposes of discussing Union representation matters. Visits by representatives of the Union shall be at reasonable times and shall not interfere with the functioning of the affairs of the public agency. No representative of the Union shall be permitted to confer with an employee at the work station of the employee nor enter a resident care or service area unaccompanied by a management representative. The Union will be provided a space in the facility and specific office hours based on room availability to be determined and agreed upon with the Executive Director. No employee can leave their assigned area without permission from their Department Head.

4.4 A. Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Bargaining Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Bargaining Unit shall pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eight-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representative Fee shall continue beyond the

termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

B. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

4.5 Dues deduction for any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1st of each year, provided the notice of withdrawal has been filed timely.

4.6 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE V

MANAGEMENT RIGHTS

5.1 Except as modified by this Agreement, the public agency retains the right, in accordance with applicable laws and procedures, (a) to direct employees, (b) to hire, promote, transfer, assign and suspend, demote, discharge or take other disciplinary action for just cause against employees, (c) to relieve employees from duties because of lack of work or other

legitimate reasons, (d) to maintain the efficiency of the Government operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever action may be necessary to carry out the mission of the agency, in situations of emergency.

5.2 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE VI

WORK WEEK

The work week for all full-time employees shall consist of five eight (8) hour days with two days off. Work performed in excess of eighty (80) hours within the two week pay period shall be paid at the overtime rate. All clerical employees hired as of December 31, 1987 shall work five (5) consecutive eight (8) hour days (Monday through Friday inclusive). All clerical employees employed prior to December 31, 1987 shall work five (5) consecutive seven (7) hour days (Monday through Friday inclusive). Employees will be given five (5) seven (7) minute grace periods, not to exceed 35 minutes in any given calendar year, before any action is taken.

It has been mutually agreed that during the duration of this contract, management will include every other weekend off for all full-time employees working in a continuous work week pursuant to the parties September 28, 1999 Agreement. The terms of the Agreement are attached and incorporated herein. The Employer will attempt to include every other weekend off for all full-time employees with each employee working a minimum of 25 weekends per year. Cooks will be included in the Alternate Weekend Schedule. The Employer will attempt to provide Part-time CNAs with one weekend off per month, provided staffing levels will allow such leave and provided said CNA has not previously taken a weekend off in the month for use as a benefit day (whether sick, personal, or other).

ARTICLE VII

HOURS OF WORK

7.1 The regular starting time of work shifts shall not be changed unless mutually agreed by the Employer, the affected employees and the Union. If the parties fail to agree and the Employer implements the change, the Union retains the right to grieve.

7.2 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority and classifications. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

7.3 One 15-minute coffee break per shift will be given to all workers at a time which does not interfere with proper patient care. The Employer will continue to make available the coffee and other items presently provided.

7.4 One half (1/2) hour lunch period for all employees with lunch provided by the Employer.

7.5 Employee Meals: Employees covered by this agreement agree to pay \$2 per week for meals for 48 weeks per year. Employees shall not be reimbursed for such meal allowance while on sick leave, medical leave of absence, vacation, family leave, worker's compensation leave, suspension, or other leave.

ARTICLE VIII

OVERTIME

8.1 Overtime.

a) Forty-Hour Employees: Employees in the category of certified nurses assistants, craft and service personnel shall be paid at the rate of one and one-half (1½) times their regular straight time rate of pay for all hours worked in excess of eight (8) hours in a

work day or in excess of forty (40) hours in a work week. However, there may be instances where an employee, because of the every other weekend off scheduling, may work more than forty (40) hours one week and then work less than forty (40) hours the following week. In such cases, the employee would receive premium pay for all hours worked above eighty (80) hours within the two week pay period.

b) Thirty-five Hour Employees: All work performed in excess of seven (7) hours in any one day by office and clerical workers or where a seven (7) hour day exists shall be paid straight time after the seventh hour, for the first hour, and at time and one-half the eighth hour and thereafter. The sixth (6th) and seventh (7th) day shall be premium days as described herein.

c) Sick time, vacation time and holiday time are to be considered part of the work week.

d) In scheduling the two consecutive days off for institutional certified nurses assistants, the Employer shall not exclude the combination of Saturday and Sunday or Sunday and Monday from the seven possible two-day combinations of the work week.

8.2 An employee who is called into work on any paid holiday hereinafter set forth shall be paid in addition to his holiday pay at the rate of time and one-half for all hours worked. The sixth (6th) and seventh (7th) days shall be a premium day as described in this contract. This covers all thirty-five (35) hour work week employees and all forty (40) hour work week employees.

8.3 Overtime work will be distributed as equitable as possible among employees within the same classification through seniority rotation.

8.4 Call-In-Overtime: Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and be guaranteed no less than three (3) hours pay regardless of the number of hours actually worked. If the employee's call-in-time work assignment and his regular shift overlap, he shall be paid time and one-half for the first two (2) hours of work. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

ARTICLE IX

COMPENSATION

9.1 All employees in the bargaining unit will receive an across-the-board increase of two and one-quarter (2.25%) percent effective and retroactive to July 1, 2002, plus increments.

9.2 All employees in the bargaining unit will receive an across-the-board increase of two and one-quarter (2.25%) percent effective and retroactive to July 1, 2003, plus increments.

9.3 All employees in the bargaining unit will receive an across-the-board increase of two and one-half (2.50%) percent effective July 1, 2004, plus increments.

9.4 All employees in the bargaining unit will receive an across-the-board increase of two and one-half (2.50%) percent effective July 1, 2005, plus increments.

9.5 The Title Clinic Assistant will be paid at Level 9. The existing employee in the Title Clinic Assistant will be paid Level 9, Step 3.

9.6 The new titles Medical Assistant and Unit Assistant will be paid at Level 7.

9.7 The employees currently employed in dietary referenced in the July 18, 1996 agreement will be paid at the same rate as existing employees (see attached).

9.8 Social workers with a Masters degree in social work will be paid at Level 14.

9.9 Certified Nurses Assistants will be paid at Level 8 effective and retroactive to July 1, 2002.

9.10 Food Service Workers will be paid at Level 7A effective and retroactive to July 1, 2002.

9.11 Stock Handlers will be paid at Level 8A effective and retroactive to July 1, 2002.

9.12 Building Service Workers will be paid at Level 7A effective and retroactive to July 1, 2002.

9.13 Building Maintenance Workers will be paid at Level 8A effective and retroactive to July 1, 2002.

9.14 Maintenance Repairers will be paid at Level 10A effective and retroactive to July 1, 2002.

9.15 Sr. Maintenance Repairers will be paid at Level 11A effective and retroactive to July 1, 2002.

9.16 All employees permanently assigned to the Special Care Behavioral Modification Unit will be entitled to a one (\$1.00) dollar per hour increase in salary while assigned to the Special Care Behavioral Modification Unit.

9.17 The Employer shall reimburse Social Worker's every two years for the cost of their license upon submission to the Employer of the payment of same. A Social Worker that is reimbursed for their license and leaves the employ of the County during the period that the

County paid for the license renewal shall reimburse the County on a pro-rata basis for the cost of the license.

9.18 Increments will be paid when due upon completion of 200 earned paid days within their anniversary year.

9.19 The salary schedules under appendix A will be in effect for the duration of this Agreement.

9.20 Part-time employees shall be given salary increases, increments on their regular labor grades as agreed for regular employees, shift differentials and all fringe benefits on a proportionate basis except for group insurance. Part-time employees who work twenty (20) hours or more per week shall receive proportionate benefits. Part-time employees will not accrue seniority rights until they have accumulated One Hundred Eighty (180) calendar days of employment with the Employer at which time their seniority shall be considered to have commenced One-Hundred Eighty (180) calendar days in advance. In no instance will part-time employees be employed if the effect of said employment will be the denial of other rights and privileges or benefits to full-time employees covered by this Agreement. Part-time employees who work less than twenty (20) hours per week shall not accrue any of the above proceeds or benefits.

9.21 A. During the term of this Agreement, the pay scales will not be changed except by the mutual consent of both parties.

9.22 A. All employees including part-time employee working on shifts of which the majority of the working hours fall between 2:30 p.m. to 11:00 p.m. to 7:30 a.m. shall receive in addition to their regular pay, an additional ten (10%) percent on their wages.

B. This section will be revised to reflect: Effective August 20, 1998, all new employees hired to work the majority of their hours that fall between 2:30 p.m. to 11:00 p.m. to 7:30 a.m. (2nd and 3rd shift) will no longer receive night differential. All employees currently on the payroll will be grandfathered at the current rate.

9.23 Longevity pay shall be determined by the length of employment as follows:

Such compensation shall continue to be added to base pay

2% of base pay after 7 years service

4% of base pay after 10 years service

6% of base pay after 15 years service

8% of base pay after 20 years service

10% of base pay after 25 years service

9.24 Anniversary increments shall be payable when due to all eligible employees.

9.25 For all new employees entering the Bargaining Unit longevity will be paid upon earned County time only. This does not include those currently in the system.

9.26 Payroll Confidentiality

Employee pay checks will be placed in envelopes for the purpose of confidentiality. It is also understood that additional time will be necessary to accommodate the request prior to normal payroll release.

ARTICLE X

OUT-OF-CLASSIFICATION PAY

10.1 Any employee who is temporarily assigned and does perform work in a higher classification for eleven (11) or more consecutive days shall be compensated at the higher

rate, retroactive to the first day of such assignment. An employee temporarily assigned under this Article will not be re-assigned solely to avoid out-of-classification pay.

10.2 In the event it becomes necessary for an employee to perform duties in a lower classification by his request or for health reasons and such transfer is made on behalf of the employee, it will be made after notification and approval by the Union, and if agreed to, the employee will be paid at the rate for such position.

ARTICLE XI

INSURANCE

11.1 The County of Passaic agrees to provide medical/Healthcare Centerization insurance as outlined in the current Passaic County Employee Health Benefits Booklet. Life insurance and dental insurance for the employee only will remain as is presently in effect. During the term of this contract, there shall be no diminution of these benefits.

11.2 Prepaid Prescription: The County will furnish at its own cost a prepaid prescription plan effective 7/1/92 at a co-pay of \$5 for non-generic drugs. Coverage to include family members.

Health Coverage: Part time employees must work a minimum of twenty-four (24) hours to be entitled to single medical coverage (Healthcare Centerization, prescription, dental), and other privileges on a prorated basis. Employees transferred from full time to part time employment as of 1/1/95 or upon signing of this agreement will receive single coverage.

ARTICLE XII

LEAVES OF ABSENCE

(Paid Leaves)

12.1 Sick Leave

a) An employee shall receive sick leave with pay if the employee is absent because he or a member of his family:

1. contracts or incurs any non-service connected sickness or disability.
2. is quarantined by the Health authorities as a result of any illness or injury.

b) Sick-Schedule:

Employees shall earn one and one-quarter (1¼) days of sick leave for each month of service for a total of fifteen (15) days per year.

c) Unused Sick Leave:

All employees upon retirement shall receive payment for accumulated sick time in accordance with rules promulgated by the Board of Chosen Freeholders which is 50% of the accumulated sick time subject to a maximum amount of \$12,000.

d) The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's retirement.

e) Sick Time – Upon severance of employment other than retirement, all employees shall receive 10% of accumulated sick time. An employee terminated for cause is not entitled to accumulated sick leave upon termination.

f) Sick Leave: Where this is reasonable doubt, regarding abuse of absenteeism, patterning and/or weekend call outs, the Employer may require the employee submit medical documentation confirming the sickness.

g) Employees who have ten (10) or more sick days of their allotted fifteen (15) sick days remaining in their sick bank in any calendar year shall be entitled to a sick

leave incentive in the amount of \$400.00, which shall be paid in the first quarter of the year following such attendance. Employees hired after January 1 of a given year are ineligible for the sick leave incentive during the calendar year in which they were hired.

12.2 Work Connected Injury and Illness:

a). The Employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law.

b) Effective January 1, 1999, the County of Passaic will administer Workers Compensation benefits pursuant to N.J.S.A. 34:15-12 and N.J.S.A. 34:15-14. Weekly benefits payments will be paid in accordance with this statute. Worker Compensation benefits are not subject to Federal and State income tax. Light duty will be mutually agreed upon between the treating physician, employee, department head, and union representative. It is the policy of Passaic County that all employees who are receiving approved Worker Compensation benefits shall not be disciplined for time lost in connection with the injury. All benefits currently being paid under the "Temporary Disability" (sick leave) will remain in affect. Any employee requesting "Temporary Disability" must process all claims through the Preakness Healthcare Center.

12.3 Bereavement Leave

a) One death day per year will be granted for aunts or uncles.

b) The immediate family, for the purpose of this section, is defined as the employee's (three (3) bereavement days per year will be granted) parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren.

c) Every employee shall be allowed Four (4) days in the event of death of the employee's husband, wife, son or daughter.

d) Bereavement leave shall not be cumulative from year to year.

e) In any case of death in the family which occurs during an employee's vacation period, upon application for such leave by an employee, the employee shall have the option of extending his vacation period as additional time, or take the time for use at some future date, provided, however, that proof of such family death is established in writing by a licensed physician who is in attendance, or other party, whichever the case may be.

f) It is agreed that days off for attending a funeral will remain as previously indicated. It is understood that this benefit will be used for legal relatives within one week of the death. In the event there are extenuating circumstances, Administrative approval will be considered.

12.4 Personal Leave

a) Employees shall be entitled to three (3) personal leave days each year, non-accumulative, to be used whenever needed subject to staffing. Arrangements for such leave must be made by the employee at least three (3) days in advance, except in case of emergency. Such leave shall be granted without loss of time and shall not be deducted from vacation accruals or any other leave days provided prior approval in accordance with this article has been obtained. Personal leave days may be taken in half-day (1/2) sequence. Personal leave days are accumulated at the rate of one (1) day each between the months January through April, May through August and September through December.

b) Personal days must be taken in the third of the year earned.

12.5 Jury Duty:

Employees shall be granted a leave of absence with pay in accordance with County policy.

12.6 Union Leave:

Members of the Union who are elected or designated to attend any function of the International Union, Council, or other body in which it is affiliated, shall be permitted to attend such functions and may be granted the necessary time off with pay. Fifteen (15) Union leave days in the aggregate will be granted without loss of time or pay for designated representatives to attend the biennial convention of the International Union which takes place in the even numbered years only. An additional five days in aggregate will be granted in the odd numbered years.

12.7 Civil Service Examinations:

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System.

12.8 Military Service Leave:

Any employee who is a member of a Reserve Force of the United States Army of this State and who is ordered by the appropriate authorities to attend the training program or perform other duties under the supervision of United States or this State shall be granted a leave of absence during the period of such activity with no loss of time or pay, not to exceed thirty (30) days.

(B) Unpaid Leaves

12.9 Eligibility Requirements:

Permanent employees shall be eligible for leaves of absence after six (6) months.

12.10 Application for Leaves:

a) Any request for a leave of absence shall be submitted in writing from the employee to his immediate supervisor. The request shall state the date the leave of absence is being requested and the appropriate length of time off the employee desires.

b) Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

c) Any request for a leave of absence shall be answered promptly. A request for immediate leave because of special urgency shall be answered by the end of the shift on which the request is submitted.

d) In addition to accruing seniority while on any approved leave of absence while under the provisions of this Agreement, employees shall be returned to the position without loss of seniority or other employee rights, privileges or benefits. No benefits shall accrue during a leave of absence without pay.

12.11 Maternity and Paternity Leaves:

a) An employee shall, upon request, be entitled to unpaid maternity leave for periods of nine (9) months.

b) Family Leave. An employee shall be entitled to family leave in accordance with the Family Leave Act and Federal Family Medical Leave Act as set forth in N.J.A.C. 4A: 6-1.21 and 4A: 6-1.21A.

c) Leave of absence may be granted in cases of terminal illness or catastrophic circumstances.

12.12 Education

a) After completing one (1) year of service any employee, upon request, shall be granted a leave of absence for educational purposes in job-related subjects. The period may be extended or renewed at the request of the employee.

B. A year or more leave of absence for educational purposes shall not be provided for more than once every five (5) years. Management will conduct skill training programs for the employees from time to time.

12.13 To enhance the employee's promotional opportunities to the benefit of both the public employer and the employee, the Employer encourages all employees to avail themselves of Healthcare Center service-related career training offered by area institutions, Passaic County Vocational and Technical High School and Passaic County Community College.

12.14 The Superintendent shall make available to all employees notice of current Healthcare Center service-related courses being offered and available.

12.15 The County represents that, upon request, time off without penalty shall be granted as necessary to those employees enrolled in approved Healthcare Center service-related training courses, subject to the needs of the Employer.

ARTICLE XIII

SENIORITY

13.1 Seniority is defined as an employee's total length of service with the employer, beginning with his original date of hire exclusive of unpaid leaves of absences.

13.2 If an employee leaves, not by virtue of leave of absence, his seniority shall cease to occur and must start with his new hiring date, all previous seniority being lost.

13.3 If a question arises concerning the seniority of one or more employees who were hired on the same date the following shall apply:

If hired prior to the effective date of this contract, seniority preference shall be determined by the order in which such employees within a given classification are shown on the Employer's payroll record. The Employer will make available to the Union the record pertaining to the individuals in question to determine the order in which the names appear.

13.4 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

13.5 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

13.6 Shift Preference:

As long as it does not interfere with patient care, shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

Resident Abuse. State policies and procedures are to be followed regarding reports of resident abuse.

ARTICLE XIV

PROMOTIONAL PROCEDURE

14.1 Provisional and Non-Competitive:

a) The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job

requirements in order to qualify. Such posting shall be for a period of not less than seven (7) work days.

c) During this period, employees who wish to apply for the open position may do so, The bid shall be in writing and shall be placed in the locked container designed and provided by the Employer to receive such bids.

d) The Employer shall fill such openings from among those employees who have applied who meet the standards of the job requirements. Where more than one employee is qualified, the position shall be filled by the employee with the greatest seniority.

e) Any employee selected in accordance with the procedure set forth above shall be afforded a ninety (90) day trial period. If, during the trial period, the employee does not meet the requirements of the position to which he has been promoted, such employee shall be restored to his former position.

14.2 In all cases of promotions and demotions, preference when appropriate in the judgment of the Employer shall be given to staff pending examinations, and subject to Civil Service regulations and veterans' preference statutes. In the event of layoff, recall, shift assignment, building assignment and vacation schedules, employees with the greater seniority within each classification shall be given preference provided it does not interfere with patient care. In the case of temporary promotion according to seniority when appropriate in the judgment of the Employer shall be given to staff pending examinations and subject to Civil Service regulations and veterans' preference statutes. If an employee who is promoted shall, upon promotion receive an increase equal to the adjustment up to the new level and being moved to the nearest higher step in the new level and the anniversary date he had in the new level shall be utilized in computing the salary increment.

ARTICLE XV

TEMPORARY OPENINGS

15.1 Definition and Procedure:

a) Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, leave of absence or for any other reason.

b) Temporary job openings in higher classifications shall be filled by Employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions.

c) Employees assigned to temporary job openings shall be paid in accordance with Article X (Out-of-Classification Pay) of this Agreement.

d) All employees will be given 30 days notice prior to a transfer within the Department.

ARTICLE XVI

LAY-OFF AND RECALL PROCEDURE

16.1 Layoff:

a) In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to date such action is to be taken.

b) When such action takes place it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary further to reduce the work force, then regular employees shall be laid off in the inverse order of seniority.

c) The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are sent to the employees.

d) Employees to be laid off will have at least forty-five (45) calendar days notice of layoff.

e) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his general seniority (i.e., from date of employment) with the Employer to bump or replace an employee with less seniority in any job, provided, however that the bumping employee has previously worked in that job title.

16.2 Recall:

a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than two (2) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

b) No new employees shall be hired in job categories where there have been layoffs until all employees on layoff status in those categories, who desire to return to work, have been recalled.

ARTICLE XVII

PERSONNEL FILES

17.1 All employees shall have access to their own personnel files once each year during reasonable working hours and upon written notification to the Director.

17.2 The employee's signature is affixed to show only that this file has been reviewed in accordance with the contractual agreement between the Healthcare Center and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in the file dating from January 1, 1976, either in total or in the part only after an informed conference with Healthcare Center management has taken place.

17.3 Upon the completion of any two (2) year period of active work in which no disciplinary action or procedure has been applied to an employee, the Healthcare Center will refrain from using all prior disciplinary actions resulting from any charges, except patient abuse, against the employee.

ARTICLE XVIII

GRIEVANCE PROCEDURE

18.1 A grievance shall be any difference of opinion, controversy, or dispute arising between the parties involving interpretation or application of any provision of this Agreement.

18.2 If the Employer does not answer a grievance or an appeal thereof within the specific time limits of any mutually agreed to extension, the grievant shall proceed to the next Step of the procedure.

18.3 If the grievance affects a group of employees, the Union may process and institute such its grievance through all Steps of the grievance procedure, beginning with Step 2.

18.4 In the event an employee feels that any Civil Service Rules or Regulations are being violated, such employee or the Union may have the right to seek remedy through the New Jersey Civil Service Department. However, submission of its grievance to the Civil Service

Department shall constitute a waiver of the employee's right to utilize the grievance procedure unless Civil Service refuses jurisdiction in the matter.

18.5 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1

The Union Steward, with the employee, shall take up the grievance verbally with the employee's immediate supervisor within five (5) days of its occurrence; if at that time the Steward is unaware of the grievance, he shall take it up within five (5) days of his knowledge of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond verbally to the Steward within five (5) working days.

STEP 2

If the grievance has not been settled it shall be presented in writing by the Union Steward (or Union Grievance Committee Chairman) to the Director of Preakness Healthcare Center within five (5) days after the Supervisor's response is due. A meeting will be held within one (1) week with the Director. The grievant will be represented at this meeting by a Chief Steward and the Local President or his or her designee. The Director will render a decision in writing within five (5) days following the meeting.

STEP 3

If the grievance still remains unadjusted, it shall be presented by a Council 52 Representative of the Union to the Director of Labor Relations of Passaic County in writing within ten (10) working days after the response of the Director is due. Within ten (10) days of notification by the Union, a meeting will be held with the Director of Labor Relations of Passaic

County or his designee. The grievant will be represented at this meeting by Council 52, the Chief Steward and the Local President or his or her designee. A decision will be rendered in writing within seven (7) days following the meeting.

STEP 4

If the grievance is still unresolved within ten (10) days after written notice is received from the Director of Labor Relations, either party may request arbitration pursuant to the P.E.R.C. Rules and Regulations 19:12-5.1 et seq. Either party may waive Rules and Regulations of P.E.R.C. and demand final and binding arbitration as set forth herein.

18.6 The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitration proceedings shall be borne equally between the Employer and the Union.

18.7 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other Union representatives, employees and the Employer representatives regarding matters of employee representation, during working hours without loss of pay, provided there is no emergency or staffing shortage on the floor at the time. Prior notification to superiors and administration approval required prior to leaving floor in order to attend a grievance proceeding. Permission will not be unreasonably denied. The amount of time and frequency of attendance to Union business will be subject to the reasonable regulations of the Board of Managers and the Board of Freeholders.

18.8 The Healthcare Center will give written notification to the Union of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.

ARTICLE XIX

DISCIPLINE AND DISCHARGE

19.1 The procedure for taking disciplinary action or measures against any employees covered by this Agreement shall be set forth as the following:

a) Disciplinary action or measures shall include only oral warning, written warning, suspension and/or discharge. The Alternate Sanction Program will be implemented with the discretion of the employees. Disciplinary action or measures may be taken as provided in N.J.A.C. 4A:2-3.1.

b) Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Where a Healthcare Center Administrator seeks the imposition of suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with one copy of the notice. The Union representative at the appropriate level shall be notified in writing within twenty-four (24) hours of the name of an employee served with a notice of discipline.

ARTICLE XX

CLASSIFICATION REVIEW

20.1 The classification (and job descriptions) for employees covered by this Agreement shall be available for review.

20.2 If, during the term of this Agreement, circumstances require that changes be made in existing job descriptions and/or classifications, the parties agree that they will negotiate with a view at arriving at a mutually acceptable determination prior to such change being made effective. Should the parties fail to agree, the matter will be referred under the grievance procedure hereinabove set forth or may be referred to the Civil Service Department in accordance with its Statutes and Regulations with no reductions in pay at any time. The parties agree that employees employed as secretaries, clerks or in some other clerical and administrative capacity shall be required to learn computer skills as part of the job.

20.3 STATE MANDATED CNA COURSE: The County of Passaic will pay the \$60.00 fee for employees obligated to take the state mandated CNA Course. Employees needing to take the course a second time will be responsible for the fee payment.

The CNA Course will be taken during working hours for the first time and for a reasonable period thereafter.

ARTICLE XXI

GENERAL PROVISIONS

21.1 Bulletin board locations will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. All such Union information notices shall be brought to the attention of the Director prior to such posting.

21.2 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

21.3 The Employer shall not ratify, change or supplement this Agreement without first having notified the Union and then negotiated said modification, change or supplement.

21.4 The parties agree to comply with all Federal and State discrimination laws.

21.5 All references to employees in this agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

21.6 The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

21.7 This contract and its provisions will be extended to remain in full force and effect with no change in pay, hours, benefits, etc., during any extended period of negotiations that take place on new contracts subsequent to this contract's expiration date until a successor agreement has been reached.

21.8 The Employer shall provide adequate security and protection at all work installations for all employees during their respective work shifts.

21.9 The Employer shall furnish at its own cost and expense full uniforms for watchmen only by July 31st of each contract year.

21.10 a) The Employer agrees to increase the uniform allowance by \$25 effective and retroactive to July 1, 2002, to all employees in the bargaining unit who require uniforms for their work including uniformed employees of the recreational therapy departments except watchmen. The Employer agrees to increase the uniform allowance an additional \$25 effective and retroactive to July 1, 2003, to all employees in the bargaining unit who require uniforms for their work including uniformed employees of the recreational therapy departments

except watchmen. The Employer agrees to increase the uniform allowance an additional \$25 effective July 1, 2004, to all employees in the bargaining unit who require uniforms for their work including uniformed employees of the recreational therapy departments except watchmen. The Employer agrees to increase the uniform allowance an additional \$25 effective July 1, 2005, to all employees in the bargaining unit who require uniforms for their work including uniformed employees of the recreational therapy departments except watchmen. The uniform allowance will be paid the next payday after July 1.

21.11 Periodic meetings at the request of either party shall be held as necessary for the purpose of review, discussion of matters of concern to the parties. Such meetings shall be called at a reasonable time and for a duration not to exceed one (1) hour.

21.12 Supervisory Employees:

Supervisory employees shall not engage in work belonging or assigned to employees within the bargaining unit, except in cases where an emergency exists.

a) In order to resolve the ongoing dispute regarding “Uniform Allowance,” it is agreed that those members employed in 1995 will receive half of the 1995 uniform allowance (1/2 of \$325 = \$175). All claims regarding this matter will be dismissed.

21.13 Inclement Weather Policy: The attached inclement weather policy will be implemented as November 29, 2000.

21.14 FLOATING

- a. Floating shall be equitable and in rotation.
- b. A rotation list shall be maintained and be available to Union.
- c. An employee shall not be floated more than once per shift unless in an emergency situation.
- d. When floating requires employees to float between buildings when requested by the Employer, security and transportation, if requested by the employee, may be available depending upon staffing levels and the time such transportation is requested.

21.15 The parties agree to negotiate any upgrades due to reorganization of the Business Office.

21.16 The parties agree to increase staffing at Plaza West pursuant to their prior agreement. The Healthcare Center agrees not to pull CNAs from Plaza West except in emergency situations.

21.17 The Employer shall have the right to assign employees employed as CNAs, Food Service Workers, and Building Service Workers to perform work in the other job classification on a temporary and short term basis as may be required by the Employer (i.e., Food Service Worker to mop up when food spills instead of calling a Building Service Worker). Such assignment shall be subject to the terms of this Agreement.

21.18 The Employer shall be permitted to temporarily assign Maintenance Repairers and Senior Maintenance Repairers employed at the Healthcare Center to other County work within their job classification not related to the Healthcare Center, provided the Union is notified of such temporary assignment.

21.19 Employees that have retired between July 1, 2002 and the date of this Agreement will be entitled to the wage increase and other benefits provided herein.

ARTICLE XXII

SAFETY AND HEALTH

22.1 The Employer shall at all times maintain safe and healthful working conditions, will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health.

22.2 The Employer and the Union shall designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions.

They shall meet periodically as necessary to review conditions in general and make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Employer's facility for the purpose of investigating safety and health conditions during working hours with no loss of pay.

22.3 a) There shall be at least two certified nurses assistants on duty in skilled nursing (Level 3) and Level 4A ICF on each ward on all shifts at all times. Staffing assignments will meet State standards for skilled nursing facilities.

b) No certified nurses' assistant shall be required to lift a patient without assistance.

22.4 Safety Enforcement:

No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, or any local, state or federal health or safety laws.

ARTICLE XXIII

HOLIDAYS

23.1 The following days are recognized paid holidays whether or not worked:

½ Day Christmas Eve	½ Day New Year's Eve
New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Day After Thanksgiving	Martin Luther King's Birthday

23.2 Any improved benefit legislated by the State or County for other employees will be extended to covered employees at the Preakness Healthcare Center.

23.3 Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within the employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period.

b) Holiday Compensatory Time:

If employee works on a holiday, he/she will be granted a compensatory day. Time to be taken within 90 days of the holiday. Compensatory day to be mutually agreed upon between Supervisor and employee. If compensatory day not taken because employer is unable to afford time off, employee shall be paid days wages in lieu thereof.

23.4 An employee who has exhausted his sick time with pay shall be nonetheless compensated for a holiday which falls during sick time without pay. In order to be paid for a holiday, an employee who calls in sick the day before or the day after a holiday shall submit medical documentation upon returning to duty.

23.5 Holiday Pay:

For 1985 employees who physically work Thanksgiving and/or Christmas will be compensated at 1½ time (the practice regarding compensatory time shall be continued).

For 1986 the above will be extended to New Year's Day and July 4th.

Effective 1/1/95 the above will be extended to Labor Day and Memorial Day.

This will bring the total number of holidays at time and a half to six (6) days.

23.6 The County agrees to utilize its best efforts to schedule employees off either Christmas or New Year's, subject to staffing requirements. Employees will select the day by seniority.

ARTICLE XXIV

VACATIONS

24.1 Vacations with pay shall be granted to employees who have completed the probationary period as follows:

1 through 5 years - 12 working days vacation during each year of service

6 - through 10 years - 15 working days vacation during each year of service

11 - through 15 years - 18 working days vacation during each year of service

16 – through 20 years - 20 working days vacation during each year of service

20 years and over - 22 working days vacation during each year of service

Employees with less than one year of employment shall accrue vacation pay at the rate of one (1) day per month for each complete month of employment except that this provision shall apply only in the event the employee has completed the probationary period.

24.2 At severance of employment other than retirement, all employees shall receive ten (10%) percent of accumulated sick time, all benefits such as compensatory time, pension. Longevity and vacations shall be paid proportionately and in accordance with

applicable statutory provisions, if any. In the event of the death of the employee, benefits shall be payable to the legal representative of the employee in accordance with the provisions of law. If statutes provide for greater benefits than these, the greater benefits shall be paid. An employee terminated for cause is not entitled to accumulated sick leave upon termination.

24.3 Effective 1/1/88 vacation checks will be issued separately.

ARTICLE XXV

NO STRIKE OR LOCK OUT PROVISION

25.1 Neither the Union nor the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lockout or any other intentional interruption of work. In the event that any person violates the terms of the no-strike clause, the public Employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

ARTICLE XXVI

SUCCESSOR AGREEMENT

26.1 The parties do hereby agree that no later than March 1, 2006 the "Union" will present to the "Employer" written proposals of the "Union's" intent to negotiate on economic items for the following contract year.

26.2 The parties do further agree that negotiations for the renewal of the within contract or extension of same shall commence on or about March 1, 2006.

ARTICLE XXVII

TERMINATION

27.1 All of the provisions of the within Agreement are expressly made subordinate of the provisions of the New Jersey State Constitution, Article I, Section 19.

27.2 This Agreement shall terminate on June 30, 2006.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly constituted officials this ____ day of _____, 2003.

County of Passaic

American Federation of State, County,
Municipal Employees, Local 2273

Dated: _____

Dated: _____

Attest:
