

AGREEMENT BETWEEN
THE BOARD OF CHOSEN FREEHOLDERS
OF MORRIS COUNTY
(MORRIS VIEW NURSING HOME)

AND

DISTRICT 1199J
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES
AFSCME AFL-CIO

JANUARY 1, 2009 - DECEMBER 31, 2010

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PREAMBLE

THIS AGREEMENT, made and entered into this 17th day of August, 2010, by and between the Morris County Board of Chosen Freeholders, (hereinafter referred to as the Board), and District 1199J, National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, with its offices at 9-25 Alling St. 3rd Floor, Newark, New Jersey 07102, (hereinafter referred to as the Union), is the final and complete understanding between the Board and the Union on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Board and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE 1: RECOGNITION AND SCOPE

Section 1:

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

a. The following titles are included in the negotiating unit:

Assistant Buyer	Senior Account Clerk
Assistant Supervisor Building Services	Senior Boiler Operator
Boiler Operator	Senior Building Maintenance Worker
Building Maintenance Worker	Senior Chauffeur
Chauffeur	Senior Clerk Typist
Clerk Typist	Senior Employee Benefits Clerk
Computer Operator/Senior Accountant	Senior Hairdresser
Data Entry Machine Operator	Senior Institutional Attendant
Hairdresser	Senior Medical Record Clerk
Institutional Attendant	Senior Receptionist
Maintenance Repairer High Pressure License	Senior Recreation Therapy Aide
Medical Record Clerk	Senior Stock Clerk
Principal Account Clerk	Senior Storekeeper
Principal Clerk Typist	Senior Timekeeper
Principal Clerk Typist English/Spanish	Stock Clerk
Principal Payroll Clerk	Storekeeper
Principal Timekeeper Receptionist	Telephone Operator
Purchasing Assistant	Timekeeper Typing
Recreation Therapy Aide	Ward Clerk
Secretarial Assistant	

b. All position titles not enumerated above are hereby excluded from the contract, namely:

Administrator	Executive Housekeeper
Assistant Administrator	Principal Personnel Clerk Typist
Building Service Manager	Principal Personnel Technician
Coordinator of Volunteers	Senior Personnel Assistant

And other Managerial-Executives, Policemen, Confidential Employees, Professional Employees and Supervisors as defined by the New Jersey Employer-Employee Relations Act, as amended, as well as those employees excluded from coverage under this contract by written agreement of the parties.

Section 2:

Any position title established on or after January 1, 2002, and during the term of this agreement shall be discussed with the Union and its unit placement negotiated between these parties. In the event that the parties cannot agree on the unit placement of a position title, either party is free to file a Clarification of Unit Petition to determine the status of the position title under this agreement.

Section 3:

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

ARTICLE 2: VACATIONS

Section 1:

In accordance with N.J.S.A. 11:24A-1.1, employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service except as modified below.

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

During the first year of employment vacation leave shall be earned and credited as set forth in the above schedule but no vacation leave shall be granted during the employee's first six (6) months employment.

Section 2:

The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of each year. Annual leave shall be taken subject to the needs of the service, during the current vacation period.

Section 3:

In any vacation period, annual vacation or any portion thereof, which is not taken or granted by reason of the pressure of work shall be accumulated to the next calendar year. Accumulations after one (1) calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above, at the convenience of the Board. The Board will consider the needs of the employee and carried vacation time.

Upon execution of agreement no employee shall have accumulation on December 31st of any given year which exceeds the hours entitled to during the previous 18 months of employment. There will be no exception or extensions to this policy.

Section 4:

Annual vacation shall be granted only with prior approval of Department Head who may require six (6) weeks prior notice in writing for vacations of three (3) weeks or more. In scheduling vacations, management will consider the needs of the service and the orderly flow of work within the work unit. Where there is a conflict in the choice of vacation time among employees, seniority shall prevail.

Section 5

An employee who during the calendar year returns from a continuous period of absence of more than six (6) months due to a disability, leave of absence or layoff, shall not be eligible to a vacation in that year until the employee has completed six (6) months in the performance of duty after returning from such absence. These six (6) months in performance of duty need not be continuous but period of absence of eight (8) days or more shall not be credited in computing the required six (6) months. This section shall not deprive an employee of any justly earned vacation time or compensation thereof.

Section 6:

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

Section 7:

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

ARTICLE 3: HOLIDAYS

Section 1:

Employees shall be granted the following paid holidays:

- | | |
|----------------------------------|----------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Election Day |
| 4. Washington's Birthday | 11. Veterans Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Christmas Day |
| 7. Independence Day | |

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

Section 2:

To be eligible for a paid holiday listed in Section 1 and a holiday scheduled in accordance with Section 5 of this article, an employee must have worked the last scheduled day before and after the holiday unless on authorized leave.

Section 3:

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

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

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

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

Section 4:

holiday. Also holidays which occur on a Saturday, the Friday immediately preceding the holiday shall be observed as the official holiday.

Section 5:

(a) All full-time employees who work on a holiday shall receive time and one half (1½) their regular hourly rate for hours worked.

(b) Each full-time employee whose work week is not covered under Section 4 of this Article shall receive eight holidays per year to be scheduled by the Department Head.

The remaining six holidays may be requested by the employee subject to the following:

1. Each employee may request no more than four (4) holidays during the period from January 1st through August 31st and these requests shall be granted subject to the needs of the service. Holiday requests will not be unreasonably denied. Holidays not requested by July 1 shall be scheduled by the Department Head.
2. Each employee may request no more than two (2) holidays during the period from September 1st through December 31st and these requests shall be granted subject to the needs of the service. Holiday requests shall not be unreasonably denied. Holidays not requested by October 1 shall be scheduled by the Department Head.
3. All holidays must be used by December 31st and shall not be carried forward to the following year.

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

Section 6:

All part-time employees who work on a holiday shall receive time and one-half (1½) their regular hourly rate for all hours worked.

Section 7:

All employees who work on Easter Sunday (which is not a holiday under this agreement) shall receive time and one-half (1½) their regular hourly rate for all hours worked.

Section 8:

The Friday after Thanksgiving shall be granted as an approved leave day off with pay.

ARTICLE 4: SICK LEAVE

Section 1:

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

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

Section 2:

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

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

Section 3:

Notice of absence is required as follows:

Each employee is required to notify his/her supervisor two (2) hours before starting time on each day of absence, giving the specific reason for the absence, provided, however, that shift personnel are required to call in two (2) hours before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. Failure to give notification as required may result in loss of sick leave for that day and may constitute cause for disciplinary action.

Failure to report absences from duty for five (5) consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

Section 4:

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

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

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

Section 5:

Any employee who retires on or after January 1, 1984 shall be reimbursed for accumulated sick time based on the schedule below:

Thirty (30) percent of the value of sick time at time of retirement to a maximum of Eight Thousand (\$8,000.00) Dollars.

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

Section 6:

Incentive to Reduce the Use of Sick Leave:

Employees on the payroll on November 1st of each year who have accumulated, as of October 31st of the previous year, thirty (30) days or more of accumulated sick leave shall have an option to receive payment at their regular rate of pay for unused sick leave based on the following schedule:

<u>Number of Sick Days Used</u>	<u>Number of Sick Days Paid</u>
0	10
1	8
2	6
3	4
4	2
5 or more	0

Employees on the payroll, on November 1st of each year, who do not have thirty (30) days of accumulated sick leave as of October 31st of the previous year, shall have an option to receive payment at their regular rate of pay for unused sick leave, at the following rate:

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

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

Section 7

Effective January 1, 2010, employees will be paid an annual \$450 incentive for not calling out on weekends for the year, between January 1 and December 31, except there will be two excused weekends for the year – one every 6 months. Payment will be made by the following January 31.

ARTICLE 5: STORM DAYS AND EMERGENCIES

All Employees are essential personnel and must comply with County policy 1:3:08

ARTICLE 6: WORK HOURS AND WORK WEEK

Section 1:

The current practice and policy regarding work week, hours of work and overtime will remain in effect except as otherwise specifically set forth herein.

New employees or employees promoted to Senior Institutional Attendants may be assigned to a shift outside of the three current shifts as long as part of the job posting.

Section 2:

Overtime shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay for each hour worked in excess of the normal week.

In computing hours worked for purposes of overtime, all paid time, with the exception of sick time or time taken in lieu of sick time, shall be counted as hours worked.

Section 3: Weekend duty (Nursing Dept. Aides)

There is a list of 60 Institutional Attendants (aides) with the least seniority. These aides will be required to work two (2) out of three weekends. All other aides will be scheduled to work no more than every other weekend. Said list shall be maintained at 60 and any new aide hired shall cause the most senior aide to be scheduled to work every other weekend.

Any aide now working two out of three weekends who by seniority would be removed from the list, who elects to work two out of three weekends, shall be counted as part of the list of 60.

Notwithstanding the provisions of this section, the parties have agreed to temporarily suspend use of the "list of sixty (60)," as described above, effective January 1, 1996 per the continuation of a sidebar agreement.

The suspension of the "list of sixty (60)" aides required to work two (2) out of three weekends will be suspended on an experimental basis. The continuation of the "every other weekend program," as described in the sidebar agreement, shall be subject to the mutual consent of the Union and Board. The procedure for the successful implementation of the program by the parties is described in the sidebar agreement executed and dated March 15, 1995, which shall be continued for the term of this Agreement (2002-2004) and is appended herein.

Section 4:

Lateness shall be docked on a minute-for-minute basis.

Section 5:

Recreational Aides and Senior Recreational Aides shall be required to work a forty (40) hour work week exclusive of a one-half hour unpaid lunch period. This requirement will not apply to Recreation Department employees prior to this date.

Upon execution of agreement all full time employees shall move to a 40 hour work week exclusive of a one-half (1/2) hour unpaid lunch period.

Section 6:

Employees hired on or after October 17, 2002 in the position titles of Principal Clerk Typist, Principal Time Keeper, Senior Employee Benefits Clerk and Principal Clerk Transcriber shall be required to work a forty (40) hour work week exclusive of a one-half hour unpaid lunch period. This requirement will not apply to employees in the above position titles hired prior to this date, provided however that said 40-hour work week will be on a voluntary basis for employees hired prior to October 17, 2002.

Upon execution of agreement all full time employees shall move to a 40 hour work week exclusive of a one-half (1/2) hour unpaid lunch period.

ARTICLE 7: HEALTH BENEFITS

Section 1:

a. The current Base Hospital, Wrap Around, Major Medical Plan will be continued with the following features:

Deductible Per Year

\$ 300.00 Single

\$ 600.00 Family

Stop Loss Limit

\$2,000.00 Single

\$4,000.00 Family

Diagnostic, X-Ray and Laboratory

\$350.00 Maximum

b. Effective January 1, 2005, for each employee covered by the "Wraparound" or "HMO Blue" Option, there shall be deducted from each paycheck an amount equal to an annual equivalent of three percent (3%) of the premium for the employee's selected health plan, adjusted annually, for 2005, 2006, 2007 and 2008.

Effective upon execution of Agreement each employee covered by a health plan shall have an amount deducted from each paycheck equal to an annual equivalent of the following:

Employees enrolled in the HMO Blue Option shall contribute 1.5% of base salary.

Employees enrolled in the Wraparound plan shall contribute 1.5% of base salary plus 2.5% of the premiums based upon the Wraparound plan coverage selected by the employee (i.e. single, parent/child or family).

c. All deductions shall be made on "pre-tax" dollars through the employee's bi-weekly pay check.

The Prescription Drug Plan Co-Pay shall be:

\$5.00 for generic drugs

\$10.00 for brand name drugs

\$15.00 for formulary drugs

Effective upon execution of this agreement, the co-pay for the prescription drug Plan for employees and their eligible dependents shall be:

\$5.00 for generic drugs

\$10.00 for brand name drugs

\$20.00 for formulary drugs

The Hospital, Surgical, Major Medical Plan and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

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

Upon execution of Agreement, plan changes to deductibles and co-payments shall be implemented pursuant to the Memorandum of Agreement signed between the parties on April 20, 2010.

Eligible employees may elect to waive medical and prescription coverage for themselves and/or eligible dependent(s), as defined by Blue Cross/Blue Shield of New Jersey Inc., provided proof of coverage through another source can be demonstrated. Employees who are eligible for this option for themselves and/or their dependent(s) and who elect to waive said coverage shall receive payments in lieu of insurance depending upon the type of coverage for which they are eligible. The annual payments listed below shall be disbursed in equal amounts along with employees' regular pay.

<u>Category</u>	<u>Payment</u>
1. From Single to No Coverage	\$900/year
2. From Family to No Coverage	\$2,400/year
3. From Parent/Child to No Coverage	\$1,680/year
4. From Family to Single Coverage	\$1,500/year
5. From Family to Parent/Child Coverage	\$600/year
6. From Parent/Child to Single Coverage	\$840/year

Section 2:

The Board shall assume the entire cost of health and hospital benefit insurance coverage for employees covered by this Collective Bargaining Agreement who retire, as permitted by Chapter 136 of the Public Laws of 1995 of the State of New Jersey and as provided by the Resolution adopted by the Board at their July 9, 1997 meeting.

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

- 1) retired on a disability pension from a New Jersey administered retirement system; or
- 2) retired in good standing, with 25 years or more of service credit in a New Jersey State or locally administered retirement system, and with at least 15 years of service with the County of Morris at the time of retirement; or
- 3) retired in good standing at age sixty-two (62) or older with at least fifteen (15) years of service with the County of Morris.

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

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

Upon execution of Agreement plan changes to deductibles and co-payments for retiree coverage shall be implemented pursuant to the Memorandum of Agreement signed between the parties on April 20, 2010.

Section 3:

An individual employee coverage dental insurance plan will continued during the term of this agreement. The Board shall pay the premium cost for employee coverage only to a maximum of \$118.00 per year, per employee. The provided benefit plan shall include an option for the employee to elect dependent coverage. The total cost of the premium for dependent coverage shall be paid by the employee.

Section 4:

The Board retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of benefits and administrative procedures shall remain substantially the same.

ARTICLE 8: GROUP LIFE INSURANCE

Section 1:

Insurance is automatically provided upon enrollment in the Public Employees Retirement System of New Jersey with total coverage equal to three (3) times annual base wage of the employees, as provided below.

Section 2:

Under the Public Employees' Retirement System of New Jersey, one and one-half (1½) times the amount of base annual wage life insurance is provided free of charge.

Section 3:

After the first 12 months membership, (during which the remaining 1½ times contributory insurance is mandatory, at the employee's expense at the prevailing rate established by the System) the employee may thereafter, at the employee's option, withdraw from the contributory insurance only, provided required notification is given.

Section 4:

Upon retirement under the Public Employees' Retirement System, the coverage constitutes and becomes a paid-up policy equal to presently 3/16ths of the base pay at the time of retirement.

Section 5:

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

Section 6:

Any employee terminated for disability shall be advised by the Personnel Department of his/her rights.

ARTICLE 9: PERSONAL LEAVES

Section 1: Jury Duty

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

Section 2: Military Leave

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

Section 3: Bereavement Leave

The Board shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, child, brothers, sisters, mother, father, mother-in-law, father-in-law, grandchildren or grandparents. Additional days may be approved by the Department Head and charged against sick leave.

The Board shall provide one working day's bereavement leave with pay in the case of death of a relative of the second degree, that is uncle, aunt, niece, nephew, cousin, sister-in-law or brother-in-law. Such leave day is not chargeable against sick leave.

As soon as possible, an employee shall notify his/her Department Head of a death in his/her family, and of his/her need for leave. Notification must be given as in the case of illness under Article 4, Sick Leave, Section 3. Proof of death may be required by the Personnel Department.

Section 4: Other Leaves

Employees will be eligible for family leave, including adoption as set forth in the New Jersey Family Leave Act and/or the Federal Family Leave Act, those provisions to apply which are broader in the event of an inconsistency between the acts.

This provision shall not constitute additional leave time benefit to the leave time benefits already provided for under this agreement.

Section 5: Personal/Administrative Days

Effective January 1, 2003, each full-time employee shall be entitled to an allowance of two (2) work days on a pro-rata basis, one day for every four months of employment upon written request to, and the approval of, his/her department head, for the following reasons:

- A. Court subpoena
- B. Marriage of employee
- C. Established religious holidays
- D. Essential personal business which requires the personal attention of the employee during his/her regular work schedule.

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

Part-time employees who work twenty or more hours per week shall be eligible to receive personal leave on a pro-rata basis effective upon the date of signing of this Agreement. Said leave may only be taken by said employee after this date.

Upon execution of Agreement

- a. Each employee shall be granted two (2) personal days without the requirement of any of the above stated reasons, provided the employee obtains prior approval. Entitlement for the use of personal leave shall remain the same as administrative leave. Additionally, these days cannot be attached to vacation days.
- b. Any administrative time taken prior to the execution of the agreement shall remain as administrative time and shall not be in addition to personal leave.
- c. Personal leave, as noted above, shall be non-cumulative.
- d. Part time employees will continue to receive personal leave on a pro-rata basis as described above.

ARTICLE 10: BOARD'S RIGHTS AND RESPONSIBILITIES

Section 1:

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

1. To manage and administer the affairs and operations of the Board;
2. To direct its working forces and operations;
3. To hire, promote and assign employees in accordance with the law;
4. To demote, suspend, discharge or otherwise take disciplinary action in accordance with law. The requirement of taking disciplinary action against employees for cause and in accordance with law is applicable only to permanent employees under Civil Service;
5. To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of the Board.

Section 2:

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

Section 3:

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

ARTICLE 11: LABOR/MANAGEMENT COMMITTEE

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

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

ARTICLE 12: AGREEMENT NOT TO STRIKE

Since this Agreement provides for the orderly and peaceful resolution of grievances, including binding arbitration, District 1199J NUHHCE, AFSCME, AFL-CIO, will not authorize, institute, condone or engage in a strike, work stoppage, or slow down that would interfere with the work, service or other statutory function of the Employer during the tenure of this Agreement.

In the event of an unauthorized slow down, work stoppage, or strike, District 1199J NUHHCE will immediately notify the employees involved that their action is a breach of this Agreement and will instruct the employees involved to return to work immediately.

The Employer will not lockout District 1199J NUHHCE or the employees in the unit during the term of this Agreement.

ARTICLE 13: GENERAL PROVISIONS

Section 1:

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

Section 2:

If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 3:

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

Section 4: General Information

- a. Physical examinations will be required on a yearly basis for certain classifications at the expense of the Public Employer. Physical examinations will be performed by the Director of County Medical Services or his/her designee.

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

- b. Change of address of an employee must be reported to employee's Department Head immediately.
- c. Where the job requires, residence by County employees may be required to be in Morris County.
- d. Change of family status: The employee is advised to inform the Personnel Office immediately of any additions, deletions or changes in the family status, for the purpose of keeping employment records up-to-date, and for possible changes in life insurance and retirement beneficiaries, hospital, medical- surgical dependents and for

tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 Form, Employee's Withholding Exemption Certificate.

ARTICLE 14: SENIORITY

Section 1:

a. Bargaining unit seniority is defined as the length of time a permanent employee has been continuously employed, from last date of hire. Management will provide the Union with a seniority list.

b. Classification seniority shall be defined as the length of time a permanent employee has worked continuously in a specific classification.

c. This article shall be read in a manner consistent with New Jersey Statutes and the New Jersey Department of Personnel Rules and Regulations.

Section 2:

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. Bargaining unit seniority shall accrue during a continuous approved leave of absence, without pay, up to one (1) year, provided that the permanent employee returns to work immediately following the expiration of such leave of absence; during an approved leave of absence with pay; during a period of continuous layoff not to exceed one (1) year.

c. A permanent employee on lay off accrues no additional sick leave or vacation credits. When a permanent employee is recalled from lay off and reinstated, he/she is considered to have continuous service credit for computation of future earned vacations.

d. Classification seniority shall accrue during the periods specified in (b) above.

e. All part-time permanent employees shall accrue seniority as set forth in section 2.

Section 3:

An Employee's seniority shall be terminated when he/she:

- a. Resigns voluntarily.
- b. Is discharged for cause.
- c. Willfully exceeds an approved leave of absence.
- d. Is laid off for a period of in excess of one (1) year.
- e. Fails to return to work on a recall from layoff, within five (5) calendar days of the date of receipt of the notice of certification for recall.

Section 4:

- a. When it is necessary to lay off permanent employees, the Union shall be notified at once, and the procedures outlined below shall be observed.
- b. Permanent employees within a classification will not be laid off before any emergency appointments, temporary appointments, provisional appointments, to permanent positions, or employees serving in working test periods within the classifications affected.
- c. The Board shall provide a minimum of forty-five (45) calendar day's notice of lay off to any permanent employee to be affected.
- d. Classification seniority shall be used to determine which permanent employees are to be laid off.
- e. Permanent employees affected by lay off requirements may exercise bumping rights within their classification, or to equal or lower rated classification.

Section 5:

- a. Permanent employees shall be given preference of re-call and will be recalled to work in the reverse order, in which they were laid off, by the Appointing Authority. Notice of recall will be made in writing, by certified mail, to the employee's home address of record. The employee must provide the County of any address change while awaiting recall.
- b. A permanent employee, who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification. Failure to act within said time frame shall be deemed to constitute an abandonment of recall rights.
- c. A permanent employee, recalled to his/her former classification, must report for work within the required time limit, or be considered to have resigned.
- d. A part-time permanent employee 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.
- e. A permanent employee recalled to a classification with a lower salary rate than his/her previous classification may refuse such position and remain eligible for recall. Provisional employees will receive consideration for re-employment.

Section 6:

- a. Where a promotional vacancy in a bargaining unit job occurs, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit employees for a period of not less than five (5) working days, excluding weekends and holidays, before the vacancy is filled.

b. An interview will first be scheduled for all employees within the department who are interested in filling the vacancy. The parties agree that an attempt will be made to fill such vacancies from within the department whenever possible.

c. The Employer shall consider all applicants having the necessary qualifications to fill the position and shall fill the vacancy on the basis of physical and mental ability of the employee to perform the required work and seniority.

d. In the event that any vacancy has been posted with a salary rate which is subsequently changed within the posting period, the job shall be re-posted in accordance with (a) and (c) above.

e. A permanent employee, who is promoted, shall serve the same probationary period on the new job as a new hire. If he/she is returned to his/her former job, it shall be without loss of seniority.

Section 7:

a. Where a vacancy occurs in a bargaining unit job (other than a promotional vacancy), any permanent employee 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 permanent employee has the necessary qualifications to perform the job, and provided further that such transfer will not unreasonably reduce the operational efficiency of any department. The Employer shall consider all applicants having the necessary qualifications to fill the position and shall fill the vacancy on the basis of ability of the employee to perform the required work and seniority.

b. A permanent employee who is laterally transferred shall serve the same probationary period on the new job as a new hire. If he/she is returned to his/her former job, it shall be without loss of seniority. Provisional employees will be laid off and recalled by seniority assuming other qualifications are equal.

ARTICLE 15: PROBATIONARY EMPLOYEES

Section 1:

Newly hired employees shall be considered probationary for a period of ninety (90) days from date of employment.

Section 2:

During or immediately at the conclusion of the ninety (90) day probationary period, the Board may discipline, including discharge, any such employee, at will and such discipline or discharge shall not be subject to the grievance procedure, Article 17.

ARTICLE 16: UNIFORMS

Beginning in calendar year 2006 Morris View will pay a Uniform Allowance of \$150.00 to each full-time and part-time employee in the following job titles:

Building Maintenance Worker	Maintenance Repairer High Pressure License
Hairdresser	Plumber/Steam Fitter High Pressure License
Maintenance Repairer	Recreational Therapy Aide
Senior Building Maintenance Worker	Senior Boiler Operator
Senior Institutional Attendant	Senior Chauffeur
Senior Storekeeper	Senior Hairdresser
Stock Clerk	Senior Maintenance Repairer
Ward Clerk	Senior Recreational Therapy Aide
Boiler Operator	Senior Stock Clerk
Chauffer	Storekeeper
Institutional Attendant	

Employees hired during the calendar year will receive a prorated allowance beginning with their first full month of employment.

The uniform allowance will be issued in a form of a separate check to eligible employees during January of each year or during the first month of hire.

Those employees who are on staff as of January 1 of each year who leave employment at before the end of that year will have their uniform allowance recovered on a prorated basis of their final paycheck.

Employees are required to wear a proper uniform while on duty at all times. Morris View shall determine the acceptability.

Employees are required to maintain their uniforms. Morris View will not provide laundry or upkeep services.

ARTICLE 17: GRIEVANCE PROCEDURE

Section 1 - Purpose:

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

Section 2 - Definitions:

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

Section 3: Presentation of a Grievance:

The Employer agrees that in the presentation of a grievance there shall be no loss of pay for the actual time spent in presenting the grievance as outlined in Steps 1, 2, and 3 by the grievant and a Union representative.

Section 4: Grievance Procedure:

The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his Department Director and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Whenever the term "day's is used in this procedure it shall mean "working days."

Step 1:

The grievant and his/her Union Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence to the Nursing Home Administrator. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. Upon receipt of the grievance the Nursing Home Administrator shall render a decision within ten (10) days.

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

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

Step 2:

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

Step 3:

- (a) If the grievance has not been settled through Step 2, the same shall be presented in writing by the employee and the employee's Union representative, who is the Shop Steward or Local Union Officer, to the County Administrator within ten (10) working

days of the written response from Step 2. The County Administrator or his/her designee shall review the decisions at the previous steps together with the disputed areas submitted by the grievant. The grievant and/or Union Representative may request a hearing before the County Administrator or his/her designee, such party shall be heard on work time. The County Administrator will render his/her decision within ten (10) working days after the meeting at which the matter has been reviewed. The Union may move a contractual grievance to Step 4.

- (b) The grievant may be represented by the Local Union Officer of the International Union Representative or both. A minority organization shall not present or process grievances.

Step 4:

- (a) Any unresolved grievance, except matters within the exclusive province of New Jersey Department of Personnel may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 3 decision.
- (b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before New Jersey Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.
- (c) Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to New Jersey Department of Personnel is available the individual must present her complaint to New Jersey Department of Personnel Service directly.
- (d) The arbitrator shall be selected on a case-by-case basis as follows: By selection from the panel of arbitrators maintained by the Public Employment Relations Commission,
- (e) The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the Merit System Board. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.
- (f) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.
- (g) The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

- (h) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.
- (i) The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Employer's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.
- (j) The decision or award of the arbitrator shall be final and binding on the Employer, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth to the extent indicated above.
- (k) Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.
- (l) There shall be no loss of pay for employee for time spent either as a grievant, witness, or Union Representative or Union Recorder, in any step of the Grievance Procedure.
- (m) Employee grievance shall be presented on prepared forms. The Grievance Procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.
- (n) Grievance resolutions or decisions at Step 1 through Step 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representative of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.
- (o) The Employer shall make available to the Union all necessary and pertinent information regarding grievances except information which is privileged under law including, but not limited, to patient medical records.

Section 5 - Discipline:

- (a) For permanent employees only:

1) In the case of minor disciplinary actions (i.e. where the penalty is under five (5) days suspension, or fine) the Employer will apply the concept of progressive discipline reserving the right to apply more severe discipline for more serious violations.

2) The Employer will apply the standard of sufficient cause in accordance with N.J.A.C. 4:1-16.7 in the instance of disciplining permanent employees.

(b) Provisional employees shall be disciplined in accordance with applicable Civil Service Rules and Regulations.

ARTICLE 18: SALARIES

Section 1:

Effective and retroactive to January 1, 2009, employees shall receive a three and one-half (3.5%) increase over their December 31, 2008 salaries.

Effective January 1, 2010, employees shall receive a three and one quarter (3.25%) increase over their December 31, 2009 salaries.

The minimum salaries for all titles covered by this Agreement shall be increased by three (3%) for each year of the Agreement.

Section 2:

Employees promoted to a position in a higher salary grade will receive a five percent (5%) increase or the minimum of the new grade, whichever is higher. Employees who receive a two-level promotion shall receive five percent (5%) increase for each level or the minimum of the new grade, whichever is higher.

Section 3:

All employees covered by this Agreement will receive the negotiated pay increases in accordance with section 1 of this article.

ARTICLE 19: SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

Section 1:

Shift differential eligibility is based on the start time of an employee's regular shift.

Employees whose regular shift start time is before 7:00 a.m. or after 2:00 p.m. shall receive a shift differential payment for all hours worked after 2:00 p.m. and before 7:30 a.m. at the rate of sixty-five cents (\$0.65) per hour.

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

Shift differential is not paid on sick time taken.

Shift differential is applicable to the time worked only.

In the case of an employee starting work on the 7:00 a.m. - 3:30 p.m. day, who then continues to work on the second shift 3:00 p.m. - 11:30 p.m. of that day, the employee shall only be paid shift differential for hours worked past 3:30 p.m.

Section 2:

All bargaining unit employees who work between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday shall receive weekend premium of seventy cents (\$0.70) per hour, which premium is to be added to their gross pay after the computation of overtime.

Weekend Premium is not paid on sick time taken.

Weekend Premium is applicable to time worked only.

ARTICLE 20: LONGEVITY

Section 1:

Each employee hired before April 24, 1992 and covered by this Agreement shall be paid in addition to the rates of pay set forth in Article 18 set forth above, a longevity increment calculated from date of hire and based upon unbroken continuous years of service with the Board in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage</u>
After 3rd through the 8th anniversary date of employment	1
After 8th through the 12th anniversary date of employment	3
After 12th through the 16th anniversary date of employment	5
After 16th anniversary date of employment	7

Section 2:

Longevity will be paid in accordance with the provisions of this Agreement on a bi-weekly basis to be included with the employee's regular pay issued on the appropriate pay days.

Section 3:

In consideration of entitlement to longevity, no tacking on of previous periods of employment shall be permitted unless such period of service shall have been interrupted by an approved leave of absence.

Section 4:

The Provisions of this Article 20 shall apply only to employees actively employed prior to April 24, 1992. Effective April 24, 1992 new employees shall not be eligible for longevity benefits.

ARTICLE 21: EDUCATION

A) The employer agrees to pay the cost of the "LPN" program at the rate determined by the Morris County School of Technology to all employees who participate. Employees are able to attend the program in other schools, however, reimbursement shall be limited to the Morris County School of Technology.

B) The recipient shall maintain a "B" or better average during the program.

C) The recipient agrees to work at Morris View following receipt of their license for a minimum of two (2) years. If the recipient fails to complete the two (2) year employment commitment, full repayment of the tuition amount will be required within 60 days.

D) The recipient will be permitted two attempts at passing the State Board of Nursing Examination for Licensure. If the recipient is unsuccessful, this agreement is considered null and void and the recipient will be required to repay the full tuition within six (6) months.

ARTICLE 22: APPLICATION OF BENEFITS

The fact that provisional and part time employees are included under the terms of this agreement does not (unless otherwise expressly stated in this agreement) confer upon them the benefits that permanent, full time employees of the County of Morris are receiving or will receive under this Agreement.

Part time employees shall receive sick leave and vacation credits on a pro-rata basis. Part time employees who work twenty (20) or more hours per week shall also be eligible to receive personal leave and bereavement leave credits on a pro-rata basis. The prorating shall be computed based on the percentage of full time work the employee performs.

Further, the provisions of the Agreement shall not apply to any employee who has left the employ of the County of Morris prior to the date of signing of this Agreement by both parties. For employees covered by this Agreement who retire, the salary article shall retroactively apply from January 1, 2009 through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2009 to the employee's last date of employment.

ARTICLE 23: PENSIONS

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

ARTICLE 24: LIABILITY INSURANCE

Through the term of this Agreement, the County shall continue the existing liability insurance coverage for employees under this Agreement during performance of their duties. The basis of coverage shall be the policy offered on January 1 of the current year by the Morris County Insurance Fund (coverage formerly provided by the Fireman's Fund Insurance Company).

Information of liability insurance coverage can be obtained from Risk Management.

ARTICLE 25: UNION MEMBERSHIP DUES DEDUCTION

Section 1:

Upon receipt of written authorization from an employee, who has completed thirty (30) days of employment, the Board agrees to deduct from the salaries of its employees who authorize it, membership dues in the Union. Deductions shall be in compliance with the provisions of N.J.S.A. 52:14-15.9e of the statutes of New Jersey. Each month monies collected, together with a list of employees from whom dues have been deducted and records of any corrections, shall be transmitted to the Director of Dues Department of the Union by the first of each month following collection.

Section 2:

If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Board written notice prior to the effective date of such change.

Section 3:

The Union will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Personnel Department.

The Union may supply membership packets, which contains a copy of this Agreement as well as other material mutually agreed to by the Board and the Union. The Board agrees to distribute such membership packets to new employees during the initial phase of employment.

Section 4:

The Board shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 5:

The Union shall indemnify, defend, and save the County of Morris harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board and the County of Morris in reliance upon salary deduction authorization cards submitted by the Union.

ARTICLE 26: UNION RIGHTS

Section 1: Access to Premises

Duly authorized Union representatives, whose names and identification will be certified by the Union, shall be admitted to the premises of the Board on Union business with reasonable notice, which admittance shall not be unreasonably denied. Union representatives shall have the opportunity to consult with employees in this bargaining unit before the start of the work shift, during lunch or breaks, or after completion of the work shift provided space is available, and such meetings shall not be conducted at the employee work site.

The Union shall be allowed to conduct normal business meetings on Board properties, provided that space is available during hours when the facilities are open; requests are made and approved at least one (1) week in advance of the proposed date of use and that liability for damages, care and maintenance, and any costs which are attendant thereto are borne by the Union. Employees may attend such meetings only during off duty hours. Less notice may be acceptable to the Board.

Section 2: Bulletin Boards

The Board will make space available for one (1) enclosed bulletin board in each building for a total of two (2) locked for exclusive use by the Union.

Materials to be posted on such bulletin boards will be delivered to the Nursing Home Administrator or his/her designee by the Union prior to the proposed posting.

No materials will be posted which contain profane or obscene language or which are defamatory to the Board or the County of Morris, or which constitute election campaign material, except as may apply to Union elections and negotiations.

Section 3: Aggregate Time Off For Union Activities

Effective January 1, 2003 no more than a total of twelve (12) days paid leave per year, and no more than five (5) unpaid days leave per year may be granted for Union Business.

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

ARTICLE 27: NON-DISCRIMINATION

There shall be no discrimination, interference or coercion by the Board or any of its agents, or by the Union or any of its agents or members against the employees represented by the Union because of membership or activity (or lack of each) in the Union; nor shall the Board or the Union discriminate against any employee because of race, creed, color, age, sex, marital status, national origin or religious persuasion, handicapped and any other categories covered by Civil Service regulations.

ARTICLE 28: DISABILITY LEAVE

For the employees covered by this Collective Bargaining Agreement, the disability plan currently in effect shall be continued during the term of this Agreement without substantive modification or alteration. The maximum weekly disability benefit for eligible employees shall be \$213.00 per week and the employees annual contribution shall be \$56.50 per year.

These disability benefits are paid to all eligible employees covered by this Collective Bargaining Agreement who have exhausted their sick leave and are unable to work because of sickness or off the job accidents.

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wage would be calculated on the earnings in the eight calendar weeks immediately before the week in which the disability begins. The total wages earned during these weeks worked are divided by the number of weeks worked in the eight week period to obtain the average weekly wage. The benefit will be a maximum of two thirds ($2/3$) of the average weekly wage not to exceed the maximum weekly disability benefit. Morris County would remain as guarantor.

ARTICLE 29: REPRESENTATION FEES

Section 1:

Upon receipt of written authorization from the Union indicating that they have complied with N.J.A.C. 19:17-3.3 and -4.1. The Union shall furnish the amount to be deducted from each employee who is not a dues paying member a representation fee. Each month, the monies collected, together with a list of employees from whom fees have been deducted and records of any corrections, shall be transmitted to the Director of Dues Department of the Union by the first of each month following collection. In the event that the Union fails to maintain a demand and return system, the County shall immediately cease making said deductions.

Section 2:

If during the life of the Agreement there shall be any change in the rate of fees, the Union shall furnish to the Office of Labor Relations written notice prior to the effective date of such change.

Section 3:

The Board shall not be obligated to make fee deductions of any kind from any employee who, during any fee month involved, shall have failed to receive sufficient wages to equal the fee deductions.

Section 4:

The Union shall indemnify, defend, and save the County of Morris harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Union.

ARTICLE 30: DURATION

This Agreement shall be in full force and effect as of the first day of January 2009 and shall remain in full force and effect through the thirty-first day of December 2010. If either party desires to modify or terminate this Agreement, it must, no later than September 30, 2010, give written notice of its intention. In the event no such notice is received by September 30, 2010, this Agreement shall continue in effect from year to year after December 31, 2010 subject to modification or termination by either party upon written notice given prior to August 31st of any succeeding year.

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

ATTEST:

Sharon M. Ketchum

MORRIS COUNTY BOARD OF
CHOSEN FREEHOLDERS

By *Gene Flegel*

ATTEST:

DISTRICT 1199J, NATIONAL UNION OF
HOSPITAL AND HEALTH CARE
EMPLOYEES, AFSCME, AFL-CIO

By *Jim M. Kelly*

Sharon M. Ketchum
NATIONAL UNION OF HOSPITAL AND
HEALTH CARE EMPLOYEES,
AFSCME AFL-CIO

ATTACHMENT A: JOB CLASSIFICATIONS

	Group I	Group II	Group III	Group IV
	Building Maintenance Worker	Chauffer	Hairdresser	Assistant Buyer
	Clerk Typist	Sr. Account Clerk	Principal Account Clerk	Assistant Supv Building Serv
	Data Entry Machine Operator	Sr. Building Maintenance Worker	Principal Clerk Typist	Boiler Operator
	Institutional Attendant	Sr. Clerk Typist	Principal Clerk Typist-Eng/Span	Purchasing Assistant
	Recreation Therapy Aide	Sr. Receptionist	Principal Payroll Clerk	Secretarial Assistant
	Stock Clerk	Sr. Recreation Therapy Aide	Sr. Chauffeur	Sr. Boiler Operator
	Storekeeper	Sr. Stock Clerk	Sr. Institutional Attendant	Sr. Hairdresser
	Telephone Operator	Sr. Storekeeper	Sr. Medical Records Clerk	Sr. Purchasing Assistant
	Timekeeper	Sr. Timekeeper		
		Ward Clerk		
<u>Minimum Rate of Pay (Hourly)</u>				
Year	Group I	Group II	Group III	Group IV
2009	\$12.46	\$13.06	\$13.83	\$15.27
2010	\$12.83	\$13.45	14.25	\$15.73