

AGREEMENT

Between The

COUNTY OF PASSAIC

and the

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL #1032
(PREAKNESS HEALTHCARE CENTER SECURITY OFFICERS)**

January 1, 2001 through December 31, 2003

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ARTICLE I
AGREEMENT

Agreement made between the County of Passaic herein after referred to as " Employer", and Local 1032, Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", exclusive bargaining agent for and on behalf of all the Security employees 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 hereby recognizes the Communications Workers of America as the exclusive and sole representative for the purpose of collective bargaining regarding salaries, hours of work and other terms and conditions of employment for all full-time and regularly employed part-time Security Officers and Senior Security Officers employed by Passaic County at its Preakness Healthcare Center.

Unless otherwise indicated, the term "employee" pursuant under this agreement refers to all persons represented by the Communications Workers of America, exclusive of confidential employees, and supervisory personnel within the meaning of the Act.

The County agrees that it will not bargain with any employee or group of employees in regard to this agreement during the term of this agreement except with the duly authorized representative of the Union.

3.2 Employees shall include full and part-time employees if such part-time employees are employed on a regular continuing basis, and for a minimum of 24 hours per week not to exceed 35 hours per week. There shall be a three (3) month probationary period for new employees before any benefits will be realized except for overtime pay. Part time employees shall be given also a three (3) month probationary period, however, an additional three (3) month probationary period can be requested by the Department Head for an marginal or incomplete evaluation. If an extension is requested, the County shall provide the Union the documentation to substantiate the request. The three (3) month extension shall be subject to the grievance procedure if a disagreement should arise between the County and the Union. Benefits such as sick time, vacation time and holidays shall accrue retroactively to the credit of the

employee for the probationary period. Other benefits shall begin after the completion of the probationary period.

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 during working hours, providing the solicitation does not take place during working hours.

4.2 Dues Check Off: The employer agrees to deduct Union monthly membership dues from the pay of those employees who have authorized such deductions in writing pursuant to N.J.S.A. 52-15-15.SE. The amounts so deducted shall be forwarded to the Union with a list of all names of the employees for whom the deductions are made by the 10th day of the succeeding month after which such deductions are made to the following address.

Treasurer
CWA Local 1032
900 Brunswick Avenue
Trenton, New Jersey 08638

Dues deductions for any employee in the bargaining unit shall be limited to the Communications Workers of America the majority representative and the employee shall be eligible to withdraw such authorization only as of July 1 of each year, provided such notice has been timely filed. The Employer further agrees to institute an agency fee deduction from the pay of each represented employee who does not join the union. The representation fee to be paid by non-members shall be an amount up to eighty-five (85%) percent of the monthly Union dues.

4.3 The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken by the Employer in reliance upon agency fee deductions/dues deductions and/or information concerning the names of the employees and the amount of dues or agency fee to be deducted.

4.4 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 the purpose of discussing Union representation matters during the employee's lunch/breakfast only. 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 if an emergency renders such a visit inappropriate.

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 for 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
WORKWEEK

6.1 Work Week: All employees covered by this agreement shall be required to work 80 hours in a two week pay period.

6.2 The work week for all full time employees shall consist of five eight (8) hours days with two days off. The work week for regular part time employees shall consist of not more than five seven (7) hours 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.

6.3 The County shall arrange the weekly scheduling to insure each officer every other weekend off.

ARTICLE VII
HOURS OF WORK

7.1 The hours of work shall include three (3) shifts as follows: 7:00 AM - 3:00 PM considered first shift, 3:00 PM - 11:00PM considered second shift and 11:00 PM - 7:00 AM considered third shift. Part time employees may be scheduled less than forty (40) hours within the established shifts. Notice for any newly created shifts that overlap within the established three shifts shall be forwarded to the union thirty (30) days prior to implementation for review and discussion.

7.2 When 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 classification. 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 the operation and the security of the hospital.

7.4 One 30 minute lunch period for all employees will be provided.

7.5 ~~Employee meals: Employees covered by this agreement agree through payroll deduction to pay~~ \$2.00 per week for meals for 48 weeks per year.

ARTICLE VIII OVERTIME

8.1 Employees covered by this bargaining unit contract shall be paid at the rate of one and one-half (1-1/2) 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 every other weekend off schedule, may work more than forty (40) hours one week and then the following week less than forty (40), in cases like this the employee would receive premium pay for all hours worked above the eighty (80) hours within the two weeks pay period.

8.1 (a) Vacation time, holiday time, personal days, and any days an employee is out on a work related injury shall be considered part of the work week for the purposes of computing overtime hours.

8.2 Overtime work will be distributed by administration as equitably as possible among employees within the same classification through seniority rotation.

8.3 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.

8.4 Employees may receive compensatory time off in lieu of overtime pay. Employees requesting compensatory time in lieu of pay shall notify the Employer within one pay period. Compensatory time shall not be unreasonably held.

ARTICLE IX COMPENSATION

9.1 Compensation for unit members shall be in accordance with Schedule A, attached.

9.2 All part time employees shall receive the same hourly rate as all full time officers as per appendix.

9.3 Part time employees shall receive pro-rated benefits days after working 24hrs in a work week.

9.4 Hourly employee who work less than twenty four (24) hours per week shall not accrue any of the above benefits.

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

9.6 There shall be no shift differential or weekend differential.

9.7 All retroactive money shall be issued in a separate payroll check.

9.8 Longevity

All employees on the payroll as of May 12, 1999, shall receive longevity pay. All new employees hired after May 12, 1999, shall not be entitled to this benefit.

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

- 2% of base pay after 7 years of credited service
- 4% of base pay after 10 years of credited service
- 6% of base pay after 15 years of credited service
- 8% of base pay after 20 years of credited service
- 10% of base pay after 25 years of credited service

9.9 Pay Roll Confidentially

Employee paychecks will be placed in a envelope 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

10.1 Any employee who is temporarily assigned and does perform work in a higher classification for eleven (11) consecutive days or more shall be compensated at the higher rate, retroactive to the first day of such assignment. Higher classification pay shall be calculated in accordance with the article pertaining to promotional procedures.

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 by the Union. The employee will be paid at the rate for such position.

ARTICLE XI
INSURANCE

11.1 Upon completion of the employee's probationary period, the Employer will provide medical, hospitalization, life and dental insurance for each employee covered by this agreement as such coverage is presently in effect. Part time employees regularly working twenty-four (24) or more hours per week shall receive single health care coverage. The coverage shall be the maximum provided to the other County employees. The County will provide a family drug plan with a five dollars (\$5.00) co-payment for name brand prescription drugs and no co-payment for generic prescription drugs.

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 day per month until the employees completes the first calendar year. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited one and one quarter (1-1/4) days of sick leave for each month of service for a total of fifteen (15) days per year. An employee who leaves the County or goes on a leave of absence without pay before the end of the calendar year shall have his or her leave prorated based on time earned. The employee will be required to reimburse Passaic County for any unearned time.

c) Unused Sick Leave (Retirement)

All employees shall upon retirement receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are 50% of the accumulated sick time subject to the maximum amount of \$12,000.00.

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

e) Sick Time - All employees shall abide by the established Preakness Healthcare Center sick time policy.

f) Sick Leave - Where there is reasonable doubt, abuse or excessive absenteeism, the Employer may request medical documentation. 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. All employees shall be required to abide by the established call in policy and family leave Act (up to 12 weeks unpaid leave as required by FMLA). Employees who are absent are responsible to call in and indicate the reason for their absence within 60 minutes of their starting time. Calls from anyone other than the employee will not be accepted. The employee must call in each day, unless a doctor's note is submitted. If the employee fails to call in, the employee will be docked and disciplined accordingly. The supervisor will be responsible for monitoring the attendance for excessive absenteeism and patterning. All employees absent for more than five days must apply for a medical leave of absence (Form PER 100). This form must be completed by their physician and returned within ten days.

Employees returning from a medical leave must provide the Employer with documentation indicating the employee is capable of performing their duties. If an employee exhausts their earned benefits, they may request a medical leave without pay. When an employee goes on a leave without pay, they should contact the Personnel Department to discuss temporary disability benefits. Upon returning to duty, all employees must submit a physician's statement indicating that they are fully capable of returning to work. Leaves of Absences may be granted in cases of terminal illness or catastrophic circumstance. No leaves of absences will be unnecessarily denied. Employees who have exhausted their sick time and have been without pay for 60 L.W.O.P. days will be subject to review for abuse. This employee can be subject to disciplinary action up to and including termination.

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) The County of Passaic will administer Worker's 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's 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's 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 effect. Any employee requesting "Temporary Disability" must process all claims through the Preakness Healthcare Center.

12.3 Death Leave

Every employee covered by this agreement shall be allowed a total of three (3) days ~~per year~~ for the use in the event of death in the immediate family of the employee. Sick time/personal time is to be used after funeral leave allowance is exhausted.

The immediate family for the purpose of this section is defined as the employee's spouse, children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, sister-in-law, brother-in-law, or member of the immediate household of the employee.

Every employee shall be allowed one (1) additional day per year for the use in the event of death of the employee's husband, wife, son, or daughter.

Death leave shall not be cumulative from year to year.

12.4 Personal Leave

Every employee covered by this agreement shall be allowed a maximum of three (3) days personal leave per year with pay provided that the Department Head is notified of such leave request three days in advance thereof, except in emergency situations, provided there is no disruption of the facility services. Such personal leave shall not be cumulative from year to year. Emergency situations requires substantiation of the emergency.

12.5 Jury Duty

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

12.6 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.

12.7 Military Service Leave

In accordance with the administrative code.

(B) UNPAID LEAVES

12.9 Eligibility Requirements

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

12.10 Application for Leaves

Leave without pay may be granted to employees upon request and review. No county benefits will be afforded to employees on leave without pay status. Benefit days, insurance and seniority will be issued in accordance with established past practice. Approval shall not be unreasonably held.

12.11 Education

In accordance with County policy.

12.12 Tardiness

All employees are expected to report to work in a timely manner. All employees will be required to abide by the established late time policy.

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 July 1, 1998, seniority preference shall be determined by the order in which such employees within a given classification are shown on the Employer's payroll record. If hired after July 1, 1998, seniority preference shall be determined by Civil Service regulations. 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 promptly advise the appropriate Union representatives of any changes which necessitate amendments to the seniority list.

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 within the bargaining unit.

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. The employer shall have the opportunity to review the candidates work history to determine if the employee is suitable for promotion.

If the employee's work history is undesirable, the employee will not be promoted. Where more than one employee is qualified, the position shall be filled by the employee with the greatest seniority. If two employees have the same seniority, management has the right to choose the candidates they feel is most suitable for the vacant position.

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. All part-time employees shall serve a probationary period of 180 days.

14.2 In all cases of promotions and demotions, preference when appropriate in the judgement 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 operations. In the case of temporary promotion according to seniority when appropriate in the judgement of the Employer shall be given to staff pending examination 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 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, or 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, work history 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.

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. The 30 days are to be consistent with the 45 days enumerated below.

b) When such action takes place, it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further 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 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.

c) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his general seniority rights in accordance with administrative code.

16.2 Recall

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 Hospital 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. If an employee requests copies of their personnel file, the employee shall be required to pay for copies at the established rate.

ARTICLE XVIII
GRIEVANCE PROCEDURE.

18.1 DEFINITION - A grievance is defined as a complaint or dispute by an employee with the County or any agent of the County with administrative or supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitable, or improperly in terms of the application and interpretation of this agreement.

STEP 1 - In the event that any grievance should arise between an employee and his superior or superiors, the individual involved and a steward shall present the grievance within ten (10) days of the incident or knowledge of, informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

STEP 2 - If no satisfactory resolution of the informal presentation of the grievance is reached within ten (10) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the Director of Security who shall forward copies of his response both to the Union and the Department Head.

STEP 3 - If no satisfactory resolution of Step 2 grievance is reached within five (5) working days, the grievant or the Union may appeal the decision at the Step 2 to the County Director of Labor Relations or his designee who shall within ten (10) working days conduct a conference with the grievant and the Union Representative to review the grievance. The Director of Labor Relations or his designee shall submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Union.

STEP 4 - In the event a grievance shall not have been settled as a result of the above procedures, the Union may have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the Step 3 decision has been given to the grievant. A written request for arbitration shall be sent to the Public Employee Relations Commission and the County Director of Labor Relations or his designee in accordance with N.J.S.A. 34:13A-5.3

The arbitration award shall be final and all parties shall abide by the same and it shall be enforceable under the laws of New Jersey.

The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievance as contained in this article. In the performance of his duties he shall be bound by and comply with the provisions of this agreement. He shall have no power to add to, delete from, or modify in anyway the provisions of this agreement. The arbitrator's decision shall

be final and binding and in writing and shall set forth its opinions and conclusions on the issues submitted. Cost of arbitration shall be borne equally by the parties.

Any and all provisions of this agreement pertaining to grievances and arbitration shall be subject to the grievance procedures established herein.

18.2 The hospital 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 SUSPENSION AND DISCIPLINARY ACTION

19.1 Any minor disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measures imposed upon an employee may be processed as a grievance by the employee through regular procedures as established in this agreement.

If the County or an authorized agent of the County has just cause or reason to reprimand an employee it shall be done in a manner that will not demean the employee before other employees, or the public.

Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regards to the matter, he may be accompanied by a representative of the Union who shall be permitted to represent him at any such hearing.

If, during the course of a discussion between an employee and a representative of the employer, a matter should arise which would lead to a question of discipline, suspension, or discharge, the employee may at that time, request a Union representative be present.

No employee shall receive a "Final Disciplinary Notice" until the employee has been offered the opportunity for a departmental hearing before a hearing officer designated by the County.

ARTICLE XX CLASSIFICATION REVIEW

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

ARTICLE XXI GENERAL PROVISIONS

21.1 Bulletin Boards: Subject to prior approval of the Director of Security or his designee, which approval shall not be unreasonably withheld, the County shall permit the

Union's appropriate use of a designated bulletin board, customarily dealing with proper and legitimate Union business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Union agrees that at no time will such space be used for posting any material which are unethical, unprofessional or violative of law.

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 of the Agreement, whereupon the parties agree immediately to negotiate a substitute for invalidated portion thereof.

21.3 Non-Discrimination - The parties agree to comply with all Federal and State discrimination laws. No employee shall be discriminated against or interfered with because of protected Union activities.

21.4 All reference to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

21.5 Union Business Leave - Employees of this unit who are members of the Union Negotiating Committee, not to exceed two (2) in number, shall be granted time off duty at full pay for all meetings between the County and the Union for the purpose of negotiating the terms of an agreement when such meeting take place during the regular working hours of said employees. No more than two (2) employees will be released from any particular shift on any given day.

If the Union duly authorizes a member to represent them during the formal hearing of grievances, and if such hearing of grievances should take place during the regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance

21.6 Uniform - The County of Passaic will provide uniforms through a rental agency.

21.7 Inclement Weather Days - All employees are expected to be at work during inclement weather.

21.8 Switchboard - In the event of an emergency, the guard assigned to the switchboard may not be able to provide assistance. It is understood that the guard will not be disciplined for not responding to a call of assistance.

21.9 Resident abuse - In the event of any alleged resident abuse the employee will be moved to another floor in the building or another location until the matter is resolved.

21.10 Schedules - Seniority shall be given preference when assigning shifts. Whenever shifts schedules are subject to change, employees shall receive fourteen (14) days advance notice of the change. The actual change in shift schedule will occur within ten (10) days of the end of the 14 day advance notice period. If the change in shift schedule does not take place in the 10 day

period, a new 14 day advance notice must be given to the employee. No employee shall have his/her shift changed arbitrarily for disciplinary purposes. Whenever a vacancy occurs on a shift, that position shall be posted for 10 days and employees shall bid for said vacancy.

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 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 New Year's Eve	Labor Day •
New Year's Day •	Columbus Day
Martin Luther King Day	Election Day
Washington's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day ↘
Good Friday	Day after Thanksgiving
Memorial Day •	Christmas Eve ½ Day
Independence Day •	Christmas Day ↙

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

23.3 Holidays which fall within the employee's vacation period shall be celebrated during that period.

23.3(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 Holiday Pay

All employees who work on the following holidays shall be compensated at one and half times their regular hourly rate plus an additional eight (8) hours compensatory time to be taken within the ninety (90) days of the holiday.

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

If the compensatory day is not taken within the ninety (90) days the employee shall be paid the days wages in lieu of.

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, earned vacation time shall be paid to the employee. If vacation time is granted in advance, the employee must reimburse the County of Passaic for all unearned time. The employee may carry over one (1) year of earned vacation only. All requests for vacation must be submitted no later than April 15th each year. In the event of the death of the employee, benefits shall be payable to the legal representative of the employee in accordance

with the provision of law. If statutes provide for greater benefits than these, the greater benefits shall be paid.

ARTICLE XXV
NO STRIKE OR LOCKOUT PROVISION

25.1 Neither the Union or 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
UNION MANAGEMENT COMMITTEE

On a date agreed upon by the parties, there will be a meeting once every three months with Union representatives and management representatives to discuss mutual problems. These meetings may take place more than once every three months if both parties mutually agree. These meetings shall not be for the purpose of discussing formal grievances or issues which are properly the subject of collective bargaining. Scheduling to be discussed upon ratification of contract.

ARTICLE XXVII
TERMINATION

26.1 This agreement shall be effective as of the first day of January, 2001 and shall remain in full force and effect until the 31st day December, 2003.

It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify this agreement.


Such notice shall be given no later than ninety (90) days before the expiration date of this agreement.

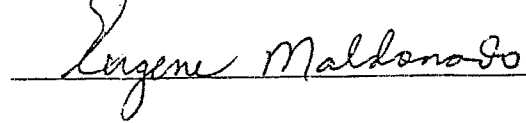
26.2 This Agreement shall terminate on December 31, 2003.

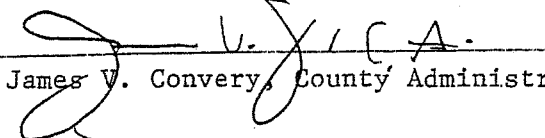
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly constituted officials this day of 2001.


County of Passaic

Communications Workers of America
Local 1032


Peter C. Eagler, Freeholder-Director
Board of Chosen Freeholders


Eugene Maldonado


James V. Convery, County Administrator


Maria Rivera

Dated: _____

Dated: 6/26/01

APPROVED AS TO FORM AND LEGALITY

BY 
WILLIAM J. PASCHELL, III
COUNTY COUNSEL

DATE: 7/25/01

SCHEDULE A

Security Guards

January 1, 2001

\$22,990

January 1, 2002

\$23,679

January 1, 2003

\$24,390

Senior Security Guards

January 1, 2001

\$24,629

January 1, 2002

\$25,368

January 1, 2003

\$26,129

Eugene Maldonado

January 1, 2001

\$25,629

January 1, 2002

\$26,368

January 1, 2003

\$27,129

jjm\passaic\secguard\draftage