

Agreement

between the

County of Passaic

and

**American Federation of State, County, and Municipal Employees, New Jersey
Local 2273, American Federation of Labor and Congress of Industrial
Organizations**

for the period of

July 1, 2016 to June 30, 2020

Prepared By:

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ARTICLE I – AGREEMENT

This is Agreement is made between the County of Passaic (hereafter referred to as the “County” or “Employer”) and the American Federation of State, County, and Municipal Employees, Local 2273, American Federation of Labor and Congress of Industrial Organizations New Jersey (hereafter referred to as the “Union” or “AFSCME”), which is the exclusive bargaining agent for and on behalf of all the employees as set forth in Appendix A working at the Preakness Healthcare Center (collectively referred to as the “parties”).

This Agreement shall be for a four (4) term beginning on July 1, 2016 and ending on June 30, 2020.

ARTICLE II – PREAMBLE

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

ARTICLE III – RECOGNITION

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

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

3.3 Employees shall also include probationary employees and part-time employees, if such part-time employees are employed on a regular continuing basis, and for a minimum of 20 hours per week. There shall be a three (3) month probationary period for all new full-time employees before any benefits will be realized except for overtime pay and shift differential. Benefits, such as sick time, vacation time and holidays, shall accrue retroactively to the credit of the employee after completing the three (3) month probationary period. Other benefits shall begin after the completion of the three (3) month probationary period. Part-time employees must be employed on a regular continuing basis and for a minimum of twenty (20) hours per week. Part-time employees will not accrue seniority rights until they have accumulated one-hundred eighty (180) calendar days of employment with the employer at which time seniority shall accrue retroactively to the credit of the part-time employee after completing the one-hundred eighty (180) day period. There shall be a six (6) month probationary period for all new part-time employees.

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

ARTICLE IV – UNION SECURITY

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

4.2 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who have authorized such deduction in writing pursuant to N.J.S.A. 52:14-15.9E. The amounts deducted from each employee shall be remitted to the Union, together with a list of all the names of the employees for whom the deductions are made, by the tenth day of the succeeding month after which such deductions are made.

4.3 Representatives of the Union, including those who are not employees of the Employer, upon proper notification to the Executive Director will be permitted to visit with employee-Union representatives during working hours, at their work stations for purposes of discussing Union representation matters. Visits by representatives of the Union shall be at reasonable times and shall not interfere with the functioning of the affairs of the public agency. No representative of the Union shall be permitted to confer with an employee at the work station of the employee or enter a resident care or service area unaccompanied by a management representative. The Union will be provided a space in the facility and specific office hours based on room availability to be determined and agreed upon with the Executive Director. Office hours will be scheduled for a four (4) hour period each Thursday. Office hours will be scheduled on the Tuesday between pre-hearing and hearing, for a four (4) hour period to be utilized by the President or his/her designee, in his/her absence. No employee can leave their assigned area without permission from their Department Head.

4.4 Representation Fee.

- a) Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Union, and any employee previously employed within the Union who does not join within ten (10) days of reentry into employment within the Bargaining Unit, shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representative fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the Bargaining Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.
- b) Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as

possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

4.6 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of each employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer assumes no obligations financial or otherwise.

4.7 The Passaic County Division of Payroll and Pension will conduct quarterly audits to ensure all eligible employees pay dues and will notify the Union of the results of such audits.

4.8 The Employer will supply the Union with a listing of all provisional employees on a quarterly basis, pending Civil Service permanency, and make every effort to obtain Department of Personnel permanency for these employees.

4.9 In the event the employer sells, conveys, assigns or transfers its operation to another Employer, acquires, merges, and/or affiliates with another Employer within the State of New Jersey, the Employer will give the Union sixty (60) days' notice prior to the culmination of any event described above.

4.10 The Union shall be notified in writing to any change in the County policy pertaining to the Preakness Healthcare Center thirty (30) days after ratification of same by the Passaic County Board of Chosen Freeholders.

ARTICLE V – MANAGEMENT RIGHTS

5.1 Except as modified by this Agreement, the County retains the right, in accordance with applicable laws and procedures:

- a) To direct employees;
- b) To hire, promote, transfer, assign and suspend, demote, discharge or take other disciplinary action for just cause against employees;
- c) To relieve employees from duties because of lack of work or other legitimate reasons;
- d) To maintain the efficiency of the government operations entrusted to them;
- e) To determine the methods, means and personnel by which such operations are to be conducted; and
- f) To take whatever action may be necessary to carry out the mission of the agency, in situations of emergency.

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

ARTICLE VI - WORK WEEK

The work week for all full-time employees shall consist of five (5) eight (8) hour days with two (2) days off. Work performed in excess of eighty (80) hours within the two-week pay period shall be paid at the overtime rate. All clerical employees hired as of December 31, 1987 shall work five (5) consecutive eight (8) hour days (Monday through Friday inclusive). All clerical employees employed prior to December 31, 1987 shall work five (5) consecutive seven (7) hour days (Monday through Friday inclusive). Employees will be given seven (7) ten (10) minute grace periods, not to exceed seventy (70) minutes in any given calendar year, before any action is taken.

It has been mutually agreed that during the duration of this contract, management will include every other weekend off for all full-time employees working in a continuous work week pursuant to the parties' September 28, 1999 Agreement. The terms of the Agreement are attached and incorporated herein. The Employer will attempt to include every other weekend off for all full-time employees with each employee working a minimum of 23 weekends per year. Cooks, Receptionists, Telephone Operators, Recreation Therapists, and Recreation Aides will be included in the Alternate Weekend Schedule. The Employer will make a good faith effort to provide all part-time employees with one (1) weekend off per month, provided staffing levels will allow such leave and provided said part time employee has not previously taken a weekend off in the month for use as a benefit day (whether sick, personal, or other). Every other weekend program shall be permanent and the weekends off originally assigned will not change unless the employee is given sixty (60) days' notice. Any weekend change will go by least senior to most senior.

ARTICLE VII – HOURS OF WORK

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

7.2 Where more than one (1) work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority and classifications. Such preference will be exercised only when vacancies occur or, when for other reasons, changes in the number of employees per shift are being made.

7.3 One (1) fifteen (15) minute coffee break per shift will be given to all workers at a time which does not interfere with proper patient care. The Employer will continue to make available the coffee and other items presently provided.

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

7.5 **Employee Meals:** Employees covered by this agreement agree to pay two dollars (\$2.00) per week for meals for forty eight (48) weeks per year. Employees shall not be reimbursed for such meal allowance while on sick leave, medical leave of absence, vacation, family leave, worker's compensation leave, suspension, or other leave.

7.6 Based on seniority the standard work hours for forty (40) hour employees shall be as follows:

1. Environmental Service Titles (Building Maintenance or Building Service Worker Titles), add a new shift of 11:00 PM to 7:00 AM.
2. Dietary:
 - a. Dietary Stock positions shall be 6:00 AM to 2:00 PM and 6:30 AM to 2:30 PM for a six (6) month trial period. The Union agrees to revisit a schedule of 7:00 AM to 3:00 PM at a Labor Management Meeting.
 - b. Pot and Dishwasher position shifts shall be 7:00 AM to 3:00 PM.
3. Therapeutic Recreation Title, 2:00 PM to 10:00 PM. Shifts may be extended to 10:00 PM on Dementia Units. Shift hours to be discussed at Labor Management Meetings.
4. Clerical Title(s):
 - a. Nursing Office, 7:00 AM to 3:00 PM and 9:00 AM to 5:00 PM;
 - b. Nursing Units, 7:00 AM to 3:00 PM and 9:00 AM to 5:00 PM;

- c. Business Office, 8:00 AM to 4:00 PM and 9:00 AM to 5:00 PM;
 - d. Admissions, 8:00 AM to 4:00 PM and 9:00 AM to 5:00 PM;
 - e. Personnel, 8:00 AM to 4:00 PM and 9:00 AM to 5:00 PM;
 - f. Administration, 8:00 AM to 4:00 PM and 9:00 AM to 5:00 PM;
 - g. Receptionist/Telephone Operators, 6:30 AM to 2:30 PM and 2:30 pm to 10:30 PM;
 - h. Social Services, 9:00 AM to 5:00 PM;
 - i. Therapeutic Recreation, 9:00 AM to 5:00 PM;
 - j. Staff Development, 9:00 AM to 5:00 PM; and
 - k. Nursing (Staffing Coordinator): 8:00 AM to 4:00 PM.
5. Inventory/Central Supply (Stock Clerk/Handler), 8:00 AM to 4:00 PM.
6. Clinics, 8:00 AM to 4:00 PM.
7. Rehabilitation Staff (Hospital Attendants), 9:00 AM to 5:00 PM.
8. For Certified Nurse's Aides (hereafter "CNA") hired after the ratification of this Agreement, the following swing shift shall be adopted:
- a. 11:00 AM to 7:00 PM
 - b. 12:00 PM to 8:00 PM
 - c. 5:00 PM to 9:00 PM
9. For CNA's hired prior to the ratification of this Agreement, an employee can voluntarily sign up for the swing shift in this Section, which shall be assigned upon seniority of the employees requesting same.

ARTICLE VIII – OVERTIME

8.1 Overtime.

- a) **Forty-Hour Employees.** Employees classified as CNA's and craft and service personnel shall be paid at the rate of one and one-half (1½) times their regular straight time rate of pay for all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours in a work week. However, there may be instances where an employee, because of the every other weekend off scheduling, may work more than forty (40) hours one week and then work less than forty (40) hours the following week. In such cases, the employee would receive premium pay for all hours worked above eighty (80) hours within the two-week pay period.
- b) **Thirty-five Hour Employees.** All work performed in excess of seven (7) hours in any one (1) day by office and clerical workers, or where a seven (7) hour day exists, shall be paid straight time after the seventh (7th) hour, for the first (1st) hour, and at time and one-half (1 ½) the eighth (8th) hour and thereafter. The sixth (6th) and seventh (7th) day shall be premium days as described herein.
- c) Sick time, vacation time and holiday time are to be considered part of the work week. If an employee calls in sick on a scheduled work day that follows overtime worked, the sick time will not be considered part of the work week for overtime calculations, unless the employee provides a doctor's note.
- d) In scheduling the two (2) consecutive days off for all part-time employees, the Employer shall not exclude the combination of Saturday and Sunday or Sunday and Monday from the seven (7) possible two-day combinations of the work week. All full-time alternative weekend employees are not to work five (5) consecutive days.

8.2 An employee who is not scheduled and is called into work on any paid holiday shall be paid in addition to his/her holiday pay at the rate of time and one-half (1 ½) for all hours worked. The sixth (6th) and seventh (7th) days shall be a premium day as described in this Contract. This covers all thirty-five (35) hour work week employees and all forty (40) hour work week employees. All per diems will be paid time and a half (1 ½) for work performed on Thanksgiving, Christmas, and New Year's Day.

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

8.4 **Call-In-Overtime.** Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half (1 ½) for such work and will work three (3) hours at a minimum within title. The employee will not be sent home prior to the three (3) hour minimum. If the employee's call-in time work assignment and his

regular shift overlap, he shall be paid time and one-half for the first two (2) hours of work. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

ARTICLE IX – COMPENSATION

9.1 Effective and retroactive to July 1, 2016, there shall be a two and zero seven five percent (2.075%) cost of living adjustment with no movement on the Salary Guide.

9.2 Effective July 1, 2017, there shall be a two and zero seven five percent (2.075%) cost of living adjustment with no movement on the Salary Guide.

9.3 Effective July 1, 2018, there shall be a two and zero seven five percent (2.075%) cost of living adjustment with no movement on the Salary Guide.

9.4 Effective July 1, 2019, there shall be a two and zero seven five percent (2.075%) cost of living adjustment with no movement on the Salary Guide.

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

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

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

9.8 Social workers with a Master's Degree in social work will be paid at Level 14.

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

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

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

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

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

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

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

9.16 All employees permanently assigned to the Special Care Behavioral Modification Unit will be entitled to a two (\$2.00) dollar per hour increase in their salary while assigned to the Special Care Behavioral Management Unit.

9.17 The Employer shall reimburse Social Worker's every two (2) years for the cost of their license upon submission to the Employer of the payment of same. A Social Worker that is reimbursed for their license and leaves the employ of the County during the period that the County paid for the license renewal shall reimburse the County on a pro-rata basis for the cost of the license.

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

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

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

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

9.22 All employees, including part-time employees, working on shifts of which the majority of the working hours fall between 2:30 p.m. to 11:00 p.m. to 7:30 a.m., shall receive in addition to their regular pay, an additional ten (10%) percent on their wages. Effective August 20, 1998, all new employees hired to work the majority of their hours that fall between 2:30 p.m. to 11:00 p.m. to 7:30 a.m. (2nd and 3rd shift) will no longer receive night differential. All employees currently on the payroll will be grandfathered at the current rate.

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

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

Such compensation shall continue to be added to base pay. Longevity shall be eliminated for employees hired after December 29, 2016.

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

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

9.26 The title of CNA shall be changed to Special Care Behavior Technicians/CNA's for CNA's who work in the Special Care Behavior Management Unit.

9.27 Recreation Therapist Aides will be paid at Level 7A effective and retroactive to July 1, 2006.

9.28 Maintenance Repair/L.P.L. will be paid at Level 11 effective and retroactive to July 1, 2006.

9.29 The title of Senior Maintenance Repair/Electrician (Level 11A) shall be changed to Electrician (Level 12) effective and retroactive to July 1, 2006.

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

9.31 All Employees hired between January 1 and June 30 shall receive increments on January 1 of each year. If a title change/promotion occurs, the increment date may change to the new anniversary date. All Employees hired between July 1 and December 31 shall receive an increment on July 1 of each year. All part time employees shall receive increments every other year.

9.32 Employees will receive an educational stipend of five hundred dollars (\$500.00) per year for any degree earned that exceeds the degree requirement for the Employee's position.

9.33 The title of Omni-bus driver shall be paid at Level 13 retroactive to July 1, 2012.

ARTICLE X - OUT-OF-CLASSIFICATION PAY

10.1 Any employee who is temporarily assigned and does perform work in a higher classification for eleven (11) or more cumulative days in one (1) calendar year shall be compensated at the higher rate, retroactive to the first day of such assignment. An employee temporarily assigned under this Article will not be re-assigned solely to avoid out-of-classification pay.

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

ARTICLE XI - INSURANCE

11.1 The County agrees to provide Medical/Healthcare Centerization insurance as outlined in the current Passaic County Employee Health Benefits Booklet. Life insurance and dental insurance for the employees only will remain as is presently in effect. During the term of this contract, there shall be no diminution of these benefits. Unit employees shall make contributions toward the cost of their health insurance coverage in an amount set forth pursuant to PL 2011 C. 78, and any amendments thereto.

11.2 Co-pays for Doctor's visits shall be increased to fifteen dollars (\$15.00). The deductible for health insurance shall be two hundred and fifty dollars (\$250.00) for the employee and five hundred (\$500.00) for family members. Out of pocket maximum contributions for in-network providers shall be two hundred dollars (\$200.00) for employees and four hundred dollars (\$400.00) for family members and for out-of-network providers, six hundred dollars (\$600.00) for employee and one thousand dollars (\$1,000.00) for family members.

11.3 Prepaid Prescription. The County will furnish at its own cost a prepaid prescription plan, with the following co-pays: Effective upon execution of this Agreement, the co-pay under this Plan shall be as follows:

- Five dollars (\$5.00) for generic drugs;
- Ten dollars (\$10.00) for brand name drugs;
- Ten dollars (\$10.00) for a three (3) month supply of mail order generic drugs;
- Twenty dollars (\$20.00) per prescription for a three (3) month supply of mail order brand name drugs.

The coverage shall include family members.

11.4 Health Coverage. Part time employees must work a minimum of twenty-four (24) hours to be entitled to single medical coverage (Healthcare Centerization, prescription, dental), and other privileges on a prorated basis. Employees transferred from full time to part time employment as of January 1, 1995 will receive single coverage.

11.5 Employees may choose, at no cost to the Employee, insurance coverage under the "Horizon Direct Access Plan" which is a non-gated plan (no referrals). The following applies to the Horizon Direct Access Plan:

- Eighty percent (80%) in-network, twenty five dollars (\$25) co-pay for office visit and no deductible;
- Two thousand dollar (\$2,000) per person out of pocket maximum in network; and
- Sixty percent (60%) out of network after one thousand dollar (\$1,000) deductible and five thousand dollar (\$5,000) per person out of pocket maximum out of network.

11.6 New employees hired after December 29, 2016 shall not be entitled to enroll in the County's Traditional Healthcare Plan.

11.7 New employees hired after December 29, 2016 shall not be entitled to lifetime benefits upon retirement.

11.8 Effective December 29, 2016, all out-of-network charges will be paid at one hundred and fifty percent (150%) of the Medicare Rate Schedule.

ARTICLE XII – LEAVE OF ABSENCE

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:
 - i. Contracts or incurs any non-service connected sickness or disability; or
 - ii. Is quarantined by the health authorities as a result of any illness or injury.

- b) Sick Schedule
 - i. Employees will receive one (1) day of sick leave for each month of service for a total of twelve (12) days in the first twelve (12) months of employment. After the first twelve (12) months of employment, employees shall earn one one-quarter (1 ¼) days of sick leave for a total of fifteen (15) days per year.

 - ii. Employees who are absent are responsible to call in two (2) hours prior to the start of their shift and indicate the reason for their absence. Calls from anyone other than the employee will not be accepted. The employee must call in each day, unless a doctor's note has been submitted. If the employee fails to call in, the Supervisor has the right to dock the employee and discipline the employee as indicated in the disciplinary action section. For reasonable doubt, the supervisor may request a physician's note.

- c) Unused Sick Leave. All employees upon retirement shall receive payment for accumulated sick time in accordance with rules promulgated by the Passaic County Board of Chosen Freeholders, which is fifty percent (50%) of the accumulated sick time subject to a maximum amount of twelve thousand dollars (\$12,000.00).

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

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

- f) Sick Leave. Where there is reasonable doubt regarding abuse of absenteeism, patterning and/or weekend call outs, the Employer may require the employee to submit medical documentation confirming the sickness. The supervisor will monitor for "patterning" which will be defined as, but not limited to, repeated use of sick days in conjunction with employee's days off, before or after a holiday, or after multiple incidents of calling in on the same day of the week.
- g) Employees who have ten (10) or more sick days of their allotted fifteen (15) sick days remaining in their sick bank in any calendar year shall be entitled to a sick leave incentive in the amount of four hundred dollars (\$400.00), which shall be paid in the first quarter of the year following such attendance. Employees hired after January 1st of a given year are ineligible for the sick leave incentive during the calendar year in which they were hired.
- h) Employees may contribute unused sick time to co-workers in accordance with Passaic County Policies and Procedures as adopted by Board of Chosen Freeholders.
- i) The established procedure for disciplinary action for patterning is as follows:
 - a. Fourth occurrence, oral counseling;
 - b. Fifth occurrence, written counseling; and
 - c. Sixth occurrence and thereafter, disciplinary hearing.
- j) If an employee exhausts his/her earned sick time, he/she may apply for Temporary State Disability. Employees on "without pay status" will not receive credit for benefit days for longevity pay.

12.2 Work Connected Injury and Illness.

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The County covers workers compensation benefits through a self-insured plan. Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a workers compensation physician appointed by the County. Workers' Compensation is not a leave entitlement but only a wage replacement arrangement.

Payment for unauthorized medical treatment may not be covered pursuant to the Worker's Compensation Act.

No temporary Workers Compensation benefits other than the payment of medical bills shall be paid until the employee has been disabled for a period of seven (7) calendar days from the work-related injury unless otherwise required by law.

While receiving workers' compensation benefits, the pension portion of an employee's benefits will still be paid by the County. If, however, an employee is receiving workers' compensation with pay, (which is defined as one hundred (100%) percent compensation of salary) the employee is responsible for all deductions including pension.

The County will not tolerate retaliation or discrimination against an individual because the individual has filed a claim for workers' compensation benefits. This prohibition includes denying or limiting any request for leave because an individual asserted a claim for workers' compensation benefits.

Workers' Compensation Light Duty Policy

The County will endeavor to bring employees with temporary work-related injuries or illnesses back on the job as soon as possible. The County may recognize a special obligation arising out of the employment relationship and create a temporary light duty position for an employee when s/he has been injured while performing work for the Department and, as a consequence, is unable to perform his/her regular job duties.

The County will not treat an employee with a disability less favorably than an individual without a disability or screen out an individual on the basis of disability in granting such requests for light duty.

The County will grant such request, at its sole discretion, and on a case-by case basis in consideration of the medical report submitted by the workers compensation physician, the recommendation of the insuring entity and Departmental staffing needs and requirements.

The County reserves the right to grant, refuse or terminate a light duty assignment at any time without cause unless it is in conflict with the mandates of the ADA, FMLA or NJFLA or other state or federal leave laws where applicable.

The employee and/or the Third Party Administrator ("TPA") are obligated to inform the County of the employee's medical progress and the County shall have the right to review same periodically.

Light duty assignments may be in any department and not just the employee's normal department.

Employees on light duty will receive their regular salaries. If light duty is approved, the employee or TPA must keep the County Administrator, Director of Personnel and Department Head informed of the medical progress. If at the end of light duty period the employee is not able to return to work without restrictions the employee should contact the Department of Personnel to discuss his or her options under state or federal law. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

12.3 Bereavement Leave. Employees are entitled to three (3) consecutive calendar days leave of absence for the death of an employee's immediate relative. Bereavement Leave shall not extend beyond three (3) consecutive calendar days immediately following the death of a family member unless approved by the County Administrator. "Immediate Relative" includes, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, step-brother, step-sister, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. Employees may be asked for proof at the discretion of the Personnel Department or Administration.

Employees are entitled to four (4) consecutive bereavement days in the event of a death of the employee's husband, wife, domestic partner, son, or daughter.

In any case of death in the family, which occurs during an employee's vacation period, upon application for such leave by an employee, the employee shall have the option of extending his/her vacation period as additional time, or take the time for use at some future date, provided, however, that proof of such family death is established in writing by a licensed physician who is in attendance, or other party, whichever the case may be, If the employee requests to use available vacation time, personal time or holiday (CP) time, to extend the bereavement leave, it will not be unreasonably denied.

12.4 Personal Leave.

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

12.5 Jury Duty. County employees are encouraged to fulfill their civic duty and serve as a juror when summoned by the courts. An employee required to render jury service shall be entitled to be absent from work during that service with pay. If an employee is notified prior to the date of service that they are not required to report to the court, that employee must report to work. Employees summoned to jury duty should notify their supervisor within one (1) week of receiving notice.

Following completion of service, employees shall submit official confirmation of service provided by the vicinage.

12.6 Union Leave. Members of the Union who are elected or designated to attend any function of the International Union, Council, or other body in which it is affiliated, shall be permitted to attend such functions and may be granted the necessary time off with pay. Twenty (20) Union leave days in the aggregate will be granted each year without loss of time or pay for designated representatives to attend the biennial convention of the International Union which takes place in the even numbered years only. An additional five (5) days in aggregate will be granted in the odd numbered years.

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

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

12.9 Unpaid Leave – Eligibility Requirements. Permanent employees shall be eligible for leaves of absence after six (6) months.

12.10 Application for Leaves

- a) Any request for a leave of absence shall be submitted in writing from the employee to the Human Resources Director. The request shall state the date the leave of absence is being requested and the appropriate length of time off the employee desires.
- b) Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.
- c) Any request for a leave of absence shall be answered promptly. A request for immediate leave because of special urgency shall be answered by the end of the shift on which the request is submitted.
- d) In addition to accruing seniority while on any approved leave of absence while under the provisions of this Agreement, employees shall be returned to the position without loss of seniority or other employee rights, privileges or benefits. No benefits shall accrue during a leave of absence without pay.

12.11 Maternity and Paternity Leave.

- a) An employee shall, upon request, be entitled to unpaid maternity leave for periods of nine (9) months, inclusive of FMLA, FLI and temporary disability.
- b) Leave of absence may be granted in cases of terminal illness or catastrophic circumstances.

12.12 **Family Leave.** An employee shall be entitled to family leave in accordance with the New Jersey Family Leave Act (N.J.A.C. 4A: 6-1.21), Federal Family Medical Leave Act (4A: 6-1.21A) and Family Leave Insurance (FLI) (P.L. 2008, c. 17) as outlined in the County's Personnel Policies and Procedures Manual.

12.13 **Education.**

- a) After completing one (1) year of service any employee, upon request, shall be granted a leave of absence for educational purposes in job-related subjects. The period may be extended or renewed at the request of the employee.
- b) A year or more leave of absence for educational purposes shall not be provided for more than once every five (5) years. Management will conduct skill training programs for the employees from time to time.

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

12.15 The Executive Director shall make available to all employees, notice of current Healthcare Center service-related courses being offered and available.

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

12.17. Eligible employees shall be entitled to military leave as required by the law.

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. Departmental seniority shall be used for vacation purposes. Compensatory time will be granted based on the order the request was received, subject to staffing levels.

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:

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

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

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

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

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

13.8 **Part-Time Employees and Seniority.** Part-time employees will be given an opportunity for status changes to Full-Time based on departmental seniority.

ARTICLE XIV – PROMOTIONAL PROCEDURE

14.1 Provisional and Non-Competitive.

- a) The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.
- b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than seven (7) work days.
- c) During this period, employees who wish to apply for the open position may do so, the bid shall be in writing and shall be placed in the locked container designed and provided by the Employer to receive such bids.
- d) The Employer shall fill such openings from among those employees who have applied who meet the standards of the job requirements. Where more than one employee is qualified, the position shall be filled by the employee with the greatest appreciable difference. If a less senior employee is selected, a more senior employee can grieve the selection.
- e) Any employee selected in accordance with the procedure set forth above shall be afforded a ninety (90) day trial period. If, during the trial period, the employee does not meet the requirements of the position to which he has been promoted, such employee shall be restored to his former position.

14.2 In all cases of promotions and demotions, preference when appropriate in the judgment of the Employer shall be given to staff pending examinations, and subject to Civil Service regulations and veterans' preference statutes. In the event of layoff, recall, shift assignment, vacation schedules, employees with the greater seniority within each classification shall be given preference provided it does not interfere with patient care. In the case of temporary promotions according to seniority, when appropriate in the judgment of the Employer, shall be given to staff pending examinations and subject to Civil Service regulations and veterans' preference statutes. An employee who is promoted shall, upon promotion, receive an increase equal to the adjustment up to the new level and being moved to the nearest higher step in the new level and the anniversary date he had in the new level shall be utilized in computing the salary increment. (For example: If a recreation therapist, on March 4, 2005, is on Level 11, Step 6 (\$38,624.00), receives a promotion to Sr. Recreation Therapist, the employee would be moved to Level 13, Step 4 (\$39,385), and their new anniversary date will be March 4th.)

ARTICLE XV – TEMPORARY OPENINGS

15.1 Definition and Procedure.

- a) Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, leave of absence or for any other reason.
- b) Temporary job openings in higher classifications shall be filled by Employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions.
- c) Employees assigned to temporary job openings shall be paid in accordance with Article X (Out-of-Classification Pay) of this Agreement.
- d) All employees will be given fourteen (14) days' notice prior to a transfer within the Department, except when transfer is required due to emergent operational need.

ARTICLE XVI – LAY-OFF AND RECALL PROCEDURE

16.1 Layoff.

- a) In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to date such action is to be taken.
- b) When such action takes place, it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary further to reduce the work force, then regular employees shall be laid off in the inverse order of seniority.
- c) The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are sent to the employees.
- d) Employees to be laid off will have at least forty-five (45) calendar days' notice of layoff.
- e) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his general seniority (i.e., from date of employment) with the Employer to bump or replace an employee with less seniority in any job, provided, however, that the bumping employee has previously worked in that job title.

16.2 Recall.

- a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than two (2) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.
- b) No new employees shall be hired in job categories where there have been layoffs until all employees on layoff status in those categories, who desire to return to work, have been recalled.

ARTICLE XVII – PERSONNEL FILES

17.1 All employees shall have access to their own personnel files once each year during reasonable working hours and upon written notification to the Executive 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 County and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in the file dating from January 1, 1976, either in total or in part, only after an informed conference with the County has taken place.

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

ARTICLE XVIII – GRIEVANCE PROCEDURE

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

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

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

18.4 In the event an employee feels that any Civil Service Rules or Regulations are being violated, such employee or the Union may have the right to seek remedy through the New Jersey Civil Service Commission. However, submission of its grievance to the Civil Service Commission shall constitute a waiver of the employee's right to utilize the grievance procedure unless Civil Service refuses jurisdiction in the matter.

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

STEP 1

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

STEP 2

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

STEP 3

If the grievance still remains unadjusted, it shall be presented by an AFSCME Representative of the Union to the Director of Labor Relations of Passaic County in writing within ten (10) working days after the response of the Director of Labor Relations of Passaic County is due. Within ten (10) days of notification by the Union, a meeting will be held with the Executive Director or his/her designee. The grievant will be represented at this meeting by AFSCME, the

Chief Steward and the Local President or his or her designee. A decision will be rendered in writing within seven (7) days following the meeting.

STEP 4

If the grievance is still unresolved within thirty (30) days after written notice is received from the Director of Labor Relations, either party may request arbitration pursuant to the Public Employees Relation Commission (hereafter "PERC") pursuant to the rules and regulations in N.J.S.A. 19:12-5.1 et seq. Either party may waive the rules and regulations of PERC and demand final binding arbitration as set forth herein.

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

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

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

ARTICLE XIX – DISCIPLINE AND DISCHARGE

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

- a) Disciplinary action or measures shall include only oral warning, written warning, suspension and/or discharge. The Alternate Sanction Program will be implemented with the discretion of the employees. Disciplinary action or measures may be taken as provided in N.J.A.C. 4A:2-3.1.
- b) Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Where a Healthcare Center Administrator seeks the imposition of suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with one copy of the notice. The Union representative at the appropriate level shall be notified in writing within twenty four (24) hours of the name of an employee served with a notice of discipline.

ARTICLE XX – CLASSIFICATION REVIEW

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

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

20.3 **State Mandated CNA Course.** The County will pay the sixty dollar (\$60.00) fee for employees obligated to take the state mandated CNA course. Employees needing to take the course a second time will be responsible for the fee payment. The CNA course will be taken during working hours for the first time and for a reasonable period thereafter.

ARTICLE XXI – GENERAL PROVISIONS

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

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

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

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

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

21.6 The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours. The number of participants will be limited to eight (8).

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

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

21.9 The uniform allowance will be seven hundred and thirty dollars (\$730.00) effective and retroactive to July 1, 2016, effective July 1, 2017, effective July 1, 2018, and effective July 1, 2019. The uniform allowance will be paid in the first paycheck in July. Per diems shall receive a prorated uniform allowance of one hundred dollars (\$100.00) paid July 1st for each year of the Agreement.

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

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

21.12 **Inclement Weather Policy.** The attached inclement weather policy will be implemented as of January 1, 2013.

21.13 **Floating.**

- a) Floating shall be equitable and in rotation.
- b) A rotation list shall be maintained and be available to Union.
- c) An employee shall not be floated more than once per shift unless in an emergency situation.

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

21.15 [Intentionally Deleted]

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

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

21.18 Staff that accompanies residents on facility trips will be reimbursed for meal expenses; however, such expenses shall be capped as follows: \$10.00/lunch and \$15.00/dinner. A receipt must be provided in order to receive a reimbursement. Staff that accompanies residents on appointments will be reimbursed for meal expenses in accordance with the above if the employer fails to provide a bagged lunch. A receipt must be provided for reimbursement.

21.19 **Professional Development.** The Employer agrees to provide reimbursements for job-related courses up to a maximum of twelve (12) credits per year for undergraduate and graduate coursework not offered at Passaic County Community College at the State College rate. To receive one hundred percent (100%) reimbursement for the above, an Employee must earn a grade of A, to receive ninety percent (90%) reimbursement for the above, an Employee must earn a grade of B and to receive eighty percent (80%) reimbursement for the above, an Employee must earn a grade of C. There will be no reimbursement to an Employee who earns any grade below C. Pass/Fail courses will be reimbursed one hundred percent (100%) for passing grade. Reimbursement for tuition must be submitted by the end of the year in which tuition is paid. All employees are required to seek preapproval before a request for reimbursement will be processed and fill out and submit the attached form to the Executive Director.

21.20 **Bi-Monthly Payroll.** The County at its sole discretion may change from bi-weekly payroll to bi-monthly payroll.

ARTICLE XXII – SAFETY AND HEALTH

22.1 The Employer shall at all times maintain safe and healthful working conditions and 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 Staffing assignments will meet State standards for skilled nursing facilities. No certified nurses' assistants shall be required to lift a patient without assistance.

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

ARTICLE XXIII – HOLIDAYS

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

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

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

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

23.4 If an employee works on a holiday, he/she will be granted a compensatory day. Time can be used in one (1) hour or half (1/2) day or whole day increments, with the approval of the supervisor, which approval shall not be unreasonably denied. Holiday compensatory 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.

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

23.6 **Holiday Pay.**

- a) For 1985, employees who physically work Thanksgiving and/or Christmas will be compensated at 1½ time (the practice regarding compensatory time shall be continued).
- b) For 1986, the above will be extended to New Year's Day and July 4th.
- c) Effective January 1, 1995, the above will be extended to Labor Day and Memorial Day. This will bring the total number of holidays at time and a half to six (6) days.
- d) Effective January 1, 2007, the above will extend to Martin Luther King Day. This will bring the total number of holidays at time and a half to seven (7).

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

23.8 Therapeutic recreation staff will not be required to work on Christmas Day. Therapeutic recreation staff will not be scheduled to work more than four (4) hours on Thanksgiving Day unless the employee agrees to do so. Volunteers to work holiday overtime will go by most senior to least senior. If no one volunteers to work holiday overtime, then it will be assigned least senior to most senior.

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 per year
6 through 10 years	-	15 working days per year
11 through 15 years	-	18 working days per year
16 through 20 years	-	20 working days per year
20 years and over	-	22 working days per year

The following vacation schedule shall apply to all unit employees hired after July 1, 2012:

1 through 10 years	-	12 working days per year
11 through 15 years	-	15 working days per year
16 through 20 years	-	18 working days per year
20 years and over	-	20 working days per year

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

24.2 At severance of employment other than retirement, all employees shall receive ten percent (10%) of accumulated sick time, all benefits such as compensatory time, pension. Longevity and vacations shall be paid proportionately and in accordance with applicable statutory provisions, if any. In the event of the death of the employee, benefits shall be payable to the legal representative of the employee in accordance with the provisions of law. If statutes provide for greater benefits than these, the greater benefits shall be paid. An employee terminated for cause are not entitled to accumulated sick leave upon termination.

24.3 Effective January 1, 1988 vacation checks will be issued separately.

ARTICLE XXV – NO STRIKE OR LOCK OUT PROVISION

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

ARTICLE XXVI - PAYCHECK ERRORS

26.1 When an employee's pay check is missing time they worked due to an error or omission by his or her supervisor, the employee will receive a check from the Payroll Department no later than noon the following day for said time.

ARTICLE XXVII – SUCCESSOR AGREEMENT

27.1 The parties do hereby agree that no later than March 1, 2020, the Union will present to the Employer written proposals of the Union's intent to negotiate on economic items for the following contract year.

ARTICLE XXVIII – TERMINATION

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

28.2 This Agreement shall terminate on June 30, 2020.


ARTICLE XXIX – MISCELLANEOUS

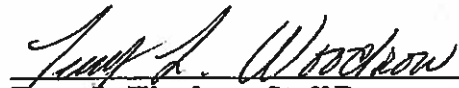
29.1 All terms and conditions of employment contained in the Collective Negotiations Agreement between the County and the Union, which expired on June 30, 2016, shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by the parties' proper officers and duly constituted officials this ____ day of _____, 2018.

COUNTY OF PASSAIC:

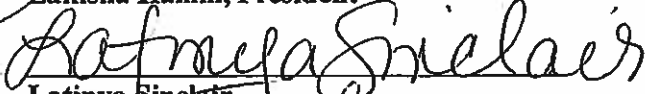
AFSCME NEW JERSEY, LOCAL 2273:



Freeholder Director
Cassandra "Sandi" Lazzara

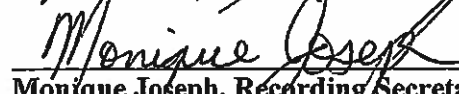

Terry L. Woodrow, Staff Representative

DATED: 2/28/18



Lakisha Hamm, President

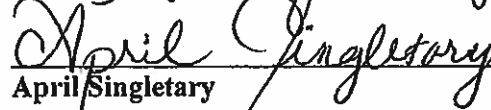

Latinya Sinclair


Ivette Sanchez, Secretary/Treasurer


Monique Joseph, Recording Secretary


Latonda Chambers, Executive Board Member


Rockima English, Executive Board Member


April Singletary

APPROVED AS TO FORM AND LEGALITY:


William J. Pascrell, Esq.
Passaic County Counsel

Preakness Healthcare Center Inclement Weather Policy,
Revised and Effective January 1, 2013

Overview

Weather variations may cause Administration to evaluate travel conditions for employees and determine whether or not specific consideration should be given to excuse days as well as excuse lateness.

Predicated of this information, Preakness Hospital has developed an "Inclement Weather Policy" for its employees.

Policy

I. It is expected that all employees will conform to Preakness Healthcare Center Procedure regarding their work schedules and times of arrival

II. If weather conditions change, it should not be automatically assumed that the day maybe considered a "bad (inclement) weather day". The decision for such remains the prerogative of the Executive Director and/or his/her designee.

III. If employee absences become greater on a particularly bad weather day, the Supervisor should contact Administration regarding appropriate action. If Administration is present in the Facility an immediate decision will be given. If weather conditions are such to warrant a decision and Administration is not at the Facility, the Supervisor will contact the Administrator on Call for instruction.

A. Sick-time will not be considered an acceptable absence unless the illness is substantiated by a note from a physician.

B. Holiday/Vacation/Personal Days will not be given in lieu of sick days unless such time had been previously scheduled.

C. Employees will be expected to come to work and remain at work for the scheduled period of time.

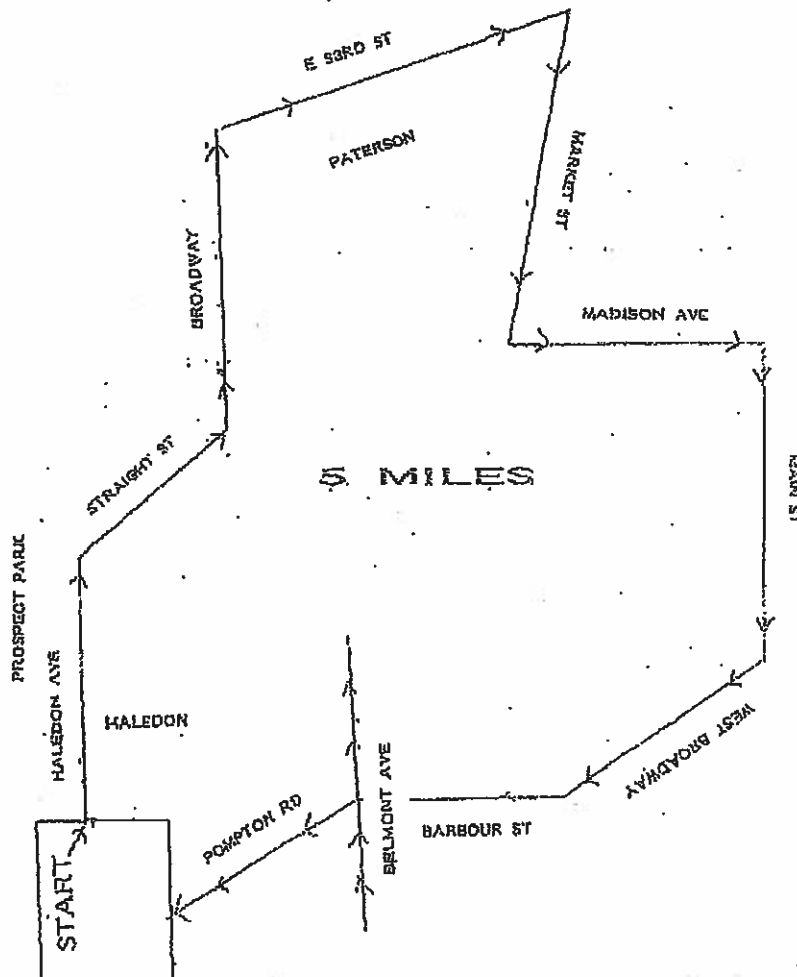
D. It will be an Administrative decision regarding late arrivals and whether action, if any, should be taken as well as whether or not considerations can be given to excuse late time.

ADMINISTRATION RESERVES THE RIGHT TO REVISE THIS POLICY ACCORDINGLY IN THE CASE OF SEVERE INCLEMENT WEATHER.

PREAKNESS HEALTHCARE CENTER EMERGENCY BUS ROUTE

COMPLETE TRIP 1 HOUR

**PREAKNESS HOSPITAL
EMERGENCY BUS ROUTE
COMPLETE TRIP 1 HOUR**



Procedures

1. The Executive Director or his/her designee will determine if employees will be picked up on the emergency bus route.
2. The Executive Director or his/her designee will determine the staffing level required for each department.
3. Employees will only be picked up along the route identified above. Employees who are able to be picked up along the route must call 973-317-7020 at least three (3) hours before the start of their shift to request pickup. Employees must provide name, department, address and telephone number where the employee can be reached.
4. The Executive Director or his/her designee will advise if the employee will be picked up and the approximate time of the pickup. Note: Travel conditions and the availability of suitable vehicles may affect the anticipated pickup time.
5. Employees who are transported to Preakness Healthcare Center will be transported home in accordance with a schedule developed by the Executive Director or his/her designee. Note: Travel conditions and the availability of suitable vehicles may affect the anticipated departure time.
6. Transported employees may be required to work extended hours.
7. All employees may cross job duty lines (subject to license or certification, scope of practice, or New Jersey Department of Health and Senior Services directive) during the emergency.
8. An employee who has been advised by the Executive Director or his/her designee that the employee will be picked up and the employee is at the designated location, able to be reached by phone, and is not picked up, may be approved by the Executive Director to use a benefit (personal, vacation, holiday) day. The Executive Director or designee will consider for the use of benefit time situations such as staff that wait more than 1 hour to be picked up.
9. An employee who has been advised by the Executive Director or his/her designee that the employee will be picked up and travel conditions prevent the employee to be picked up, may be approved by the Executive Director to use a benefit (personal, vacation, holiday) day. Note: The employee must be able to be reached by phone by the Executive Director or his/her designee.
10. Employees will be docked for time not worked or late time that is not excused. Disciplinary action will not be pursued for LWs or late time during the Inclement Weather Policy.
11. Circumstances not covered in the above will be discussed in a Labor Management Meeting.