

2408

AGREEMENT

between

THE BOARD OF SOCIAL SERVICES OF THE COUNTY OF MORRIS

and

THE COMMUNICATION WORKERS OF AMERICA

AFL-CIO

(MORRIS VIEW NURSING HOME)

Period Effective: January 1, 1993 through December 31, 1995

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PREAMBLE

This agreement made and entered into this 10<sup>th</sup> day of *November*, 1993 by and between the Board of Social Services of Morris County (hereinafter referred to as the Board) and Communications Workers of America, AFL-CIO (hereinafter referred to as the Union) is the complete and final agreement between the Board and the Union on all collective bargaining issues, and as such shall serve to promote and maintain harmonious relations between the Board and the Union in order that fair treatment of workers is assured and efficient and progressive public service is rendered.

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

ARTICLE 1: RECOGNITION AND SCOPE

Section 1:

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

- (a) Graduate Nurse  
Practical Nurse  
Supervisor of Nurses  
Head Nurse  
Assistant Head Nurse  
Assistant Supervisor of Rehab Nurses  
Senior Gerontological Nurse Practitioner  
Gerontological Nurse Practitioner  
Sr. In-Service Instructor  
In-Service Instructor  
Laboratory Technician  
Assistant Chief Pharmacist  
Senior Pharmacist  
Chief Physical Therapist  
Music Therapist  
Physical Therapist  
Dietician  
Head Dietician  
Physical Therapist Assistant  
Recreation Therapist
  
- (b) Excluded are the Chief Pharmacist, Pharmaceutical Consultant and managerial executives and confidential employees as defined by the New Jersey Employer-Employee Relations Act, as well as those employees excluded from coverage under this contract by the most recent Public Employment Relations Commission Certification issued for this unit.

Section 2:

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

Section 3:

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

Section 4:

The parties acknowledge that the Board has the right, during the term of this Agreement, to file a Petition for Clarification of Unit with the Public Employment Relations Commission seeking the exclusion from the bargaining unit of the following title: Supervisor of Nurses, Head Nurse, Chief Physical Therapist and Head Dietician.

ARTICLE 2: VACATION

Section 1:

In accordance with N.J.S.A. 11:24A-1.1, employees covered by this Agreement shall receive vacation leave pursuant to the following schedule based on length of service:

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

\* means that vacation shall be earned and credited, but no vacation leave shall be granted during the employee's first four (4) months of employment.

Section 2:

The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of each year. Annual leave shall be taken subject to the needs of the service, during the current vacation period. After the first year of employment vacation leave shall be credited in advance at the beginning of the calendar year in anticipation of continued employment for the full year.

Section 3:

In any vacation period, annual vacation or any portion thereof which is not taken by reason of the pressure of work or operational efficiency shall be accumulated into the next calendar year. At the option of the employee, vacation carryover into the next calendar year shall be paid in cash if requested.

#### Section 4:

Annual vacation shall be granted with prior approval from the employee's Supervisor and Department Head. In scheduling vacations, seniority shall prevail.

Vacation requests for the period June 1 - September 30 shall be received on or before March 1. Vacation requests for the period October 1 - December 31, shall be received on or before July 1. The Director of Nurses or her designee shall respond to an employee's vacation request within forty-five (45) days from March 1 or July 1, whichever is applicable, provided such request is submitted in accordance with the above schedule. The employer has sixty days (60) to respond to vacation requests for the period December 16 - December 31.

Requests for single vacation days on Saturday and/or Sunday shall be honored, and will not be unreasonably denied, subject to the needs of the service.

#### Section 5:

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

#### Section 6:

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

#### Section 7:

Upon the death of an employee, any earned and unused vacation leave shall be calculated and paid to the estate of the deceased.

#### Section 8:

Part-time workers shall accrue vacation leave on a pro-rata basis.



Section 9:

Any employee who has an approved vacation in excess of four (4) days shall be entitled to receive vacation pay in advance at the pay period immediately preceding the anticipated vacation. Employees requesting advance vacation pay shall notify their Department at least fifteen (15) days before the first day of vacation.

ARTICLE 3: HOLIDAYS

Section 1:

Employees shall be granted the following paid holidays:

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

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

Section 2:

To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday unless on authorized leave.

Section 3:

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

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

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

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

Section 4:

If an employee's work week is Monday through Friday, holidays, as enumerated in Section 1, which occur on a Sunday, the following Monday shall be observed as the official holiday. Also holidays which occur on a Saturday, the Friday immediately preceding the holiday shall be observed as the official holiday.

Section 5:

All full-time employees who work on a holiday shall receive time and one-half (1 1/2) their regular hourly rate for hours worked and shall receive one (1) holiday off which shall be scheduled as follows:

(a) Each full-time employee shall receive one (1) holiday per month which shall be scheduled by the department head or his/her designee.

(b) The remaining two (2) holidays may be requested by the employee any time during the calendar year and shall be granted subject to the needs of the service.

(c) All part-time employees who work on a holiday shall receive time and one half (1 1/2) their regular hourly rate for all hours worked and shall be entitled to a compensation day off as scheduled by the Department Head or his/her designee.

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

Section 6:

All employees who work on Easter Sunday (which is not a holiday under this agreement) shall receive time and one half (1 1/2) their regular hourly rate for all hours worked.

## ARTICLE 4: SICK LEAVE

### Section 1:

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

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

### Section 2:

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

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

### Section 3:

Notice of absence is required as follows:

Each employee is required to notify his/her supervisor by one-half hour before starting time on each day of absence, giving the specific reason for the absence, provided, however, that shift personnel are required to call in one (1) hour before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five consecutive business days shall constitute a resignation pursuant to Civil Service Rules and Regulations.

## ARTICLE 4: SICK LEAVE

### Section 1:

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

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

### Section 2:

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

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

### Section 3:

Notice of absence is required as follows:

Each employee is required to notify his/her supervisor by one-half ( $\frac{1}{2}$ ) hour before starting time on each day of absence, giving the specific reason for the absence, provided, however, that shift personnel are required to call in one (1) hour before starting time. Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. Failure to give notification as required may result in loss of sick leave for that day and may constitute cause for disciplinary action.

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

Section 4:

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

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

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

Section 5:

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

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

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

Section 6:

Incentive to Reduce the Use of Sick Leave:

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

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

Section 4:

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

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

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

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

based on the following schedule:

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

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

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

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



Section 6:

Incentive to Reduce the Use of Sick Leave:

Employees on the payroll, on January 1 of each year, shall have an option to receive payment at their regular rate of pay for unused sick leave, at the following rate:

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

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

ARTICLE 5: STORM DAYS AND EMERGENCIES

Section 1:

In the event that the employee cannot report to work because of a storm condition, the time lost from work will be charged against accumulated vacation, personal leave time, or compensatory time. In the event that no such leave time is accumulated, the time lost from work will be charged as time off without pay. If an employee is unable to report to work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

Section 2:

In the event of extreme weather conditions due to a storm necessitating the closing of County and Board facilities (weekends included), an announcement shall be made over radio stations WRAN, WDHA, and WMTR from 6:30 a.m. to 8:00 a.m. on the day of the storm. Employees unable to report on such "declared" weather emergency day shall not be docked for the hours absent from duty during the period they are scheduled to work. Likewise, early dismissal due to inclement weather shall not result in a loss of pay as the employee shall be paid his/her regular pay for the day.

Employees who do report to work shall receive a compensatory day off in addition to their regular day's pay.

A "bad weather day off" without penalty shall also apply in the event the Governor proclaims a state of emergency.

ARTICLE 6: WORKING HOURS AND WORK WEEK

Section 1:

The work week shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday. The work week for full-time employees shall consist of five (5) days, eight hours per day. Hours for part-time employees shall be less than forty (40) hours per week. Non-nursing staff shall work from 8:00 a.m. to 4:30 p.m.

Shift schedules for nursing staff are as follows:

7:00 a.m. - 3:30 p.m. (including one-half hour unpaid meal period)

3:00 p.m. - 11:30 p.m. (including one-half hour unpaid meal period)

11:00 p.m. - 7:30 a.m. (including one-half hour unpaid meal period)

Section 2:

Each shift shall provide for a paid fifteen (15) minute break.

Section 3:

Overtime shall be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate of pay for each hour worked in excess of eight (8) hours worked per day or forty (40) hours worked per week.

In computing hours worked for purposes of overtime, vacation leave, holidays, compensatory time and personal days shall be counted as hours worked. Sick leave shall not, however, be counted as hours worked.

Section 4:

Any nurse who works in excess of four (4) hours after the completion of a shift shall be paid for hours worked on the second shift from the starting time of the second shift.

## ARTICLE 7: HEALTH BENEFITS

### Section 1:

A base hospital, major medical wraparound plan shall continue for all eligible employees, covered by this Collective Bargaining Agreement, and their eligible dependents.

The base hospital major medical wraparound plan deductible will be \$150.00 per person with a maximum deductible of \$300.00 in the aggregate per family. The stop loss limit is \$2,000.00 for an individual and \$4,000.00 for a family.

Effective upon execution of the Agreement, the Co-pay for the Prescription Drug Plan for employees and their eligible dependents shall be:

- \$ 3.00 for generic drugs
- \$ 6.00 for Brand Name Drugs

The employer will reimburse employees who elect the Comed-HMO option and incur the deductible for the prescription drug charges at the rate of \$50.00 for each employee or covered dependent with an aggregate reimbursement of \$150.00 per family. The deductible reimbursement for prescription drug charges, under the Comed-HMO option, will be effective for charges incurred commencing on September 1, 1992.

An employee, full-time or part-time, who is eligible for health benefits prior to January 1, 1992, remains eligible for health benefits as long as he/she is regularly assigned to work twenty (20) or more hours each week.

An employee hired on or after January 1, 1992 must be regularly assigned thirty-two (32) hours or more each week to be eligible for health benefits.

The wraparound plan and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment. Upon termination of employment, the Prescription Program Identification Card is to be returned to the employer before the final paycheck is forwarded to the employee.

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

Section 2:

Effective upon the execution of the agreement, the employer will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payments of unreimbursable eligible medical or dependent care expenses.

Section 3:

An individual employee coverage dental insurance plan shall be implemented on May 1, 1989 or as soon thereafter as possible. The Board of Social Services shall pay the premium cost for employee coverage only to a maximum of \$118.00 per year (\$9.83 per month) per employee. The provided benefit plan shall include an option for the employee to elect dependent coverage providing the same level of benefits as provided for the employee. The total cost of the premium for dependent coverage shall be paid by the employee.

Section 4:

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

Section 5:

The Board shall assume the entire cost of health and hospital benefit insurance coverage (base hospital major medical wraparound plan or its equivalent) for employees covered by this Collective Bargaining Agreement who retire, as permitted by N.J.S.A. 40A:10-23 and as provided by the Resolution adopted by the Board of Social Services at their October 23, 1986 meeting.

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

1. retired on a disability pension; or
2. been employed by the Board for twenty-five (25) continuous years or more of service at the time of retirement; or,
3. at the time of retirement, reached the age of 62 or older and been employed by the Board for at least fifteen (15) continuous years.

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

ARTICLE 8: DISABILITY PLAN

Section 1:

The Morris County Policy and Procedure Manual, Section 1:3.02, effective 9/14/83 (revised 6/11/91), sets forth the disability benefits for illness and injury which is not work related. Said Section is incorporated herein by reference.

Section 2:

Any employee terminated for inability to perform work due to a disability shall be advised by the Personnel Department of the existence of other benefit programs which may be applicable such as Social Security, Pension and Health Insurance.

ARTICLE 9: GROUP LIFE INSURANCE

Section 1:

Insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with coverage as provided by the applicable rules and regulations of the State Division of Pensions.

Section 2:

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



## ARTICLE 10: LEAVES OF ABSENCE

### Section 1:

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

### Section 2:

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

### Section 3:

#### Bereavement Leave:

(a) The Board of Social Services shall provide non-cumulative bereavement leave with pay not to exceed three (3) days per incident in the case of the employee's spouse, children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or other relative residing in employee's household for at least three (3) consecutive months prior to the event giving rise to the request for leave. Additional days may be approved by the supervisor and charged against sick leave for members of the immediate family as defined by Civil Service regulations. One working day per incident shall be provided for: aunt, uncle, niece, nephew, cousins, brother-in-law, sister-in-law, and grandparents-in-law.

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

(c) Part-time employees who work forty (40) hours in a pay period shall be entitled to receive prorated bereavement leave.

Section 4:

**Maternity Leave:**

(a) A Maternity Leave of Absence without pay will be granted to full-time and part-time (those who work twenty or more hours per week) employees having permanent status upon proper advance notification to their supervisor of their probable date of delivery and expected date of return to work.

(b) The leave shall be taken at a time determined by the employee in connection with and confirmed by written verification from her physician. The County reserves the right to request medical confirmation of the employee's ability to perform her job duties by a physician other than the employee's personal physician. If this is necessary, the employee will be provided with the names of three (3) medical doctors from which she may select one (1) for the purpose of obtaining medical confirmation of her ability to perform normal duties. The County will pay for any examination by a doctor other than the employee's personal physician.

(c) In the event of a disagreement between the examining physicians, the County reserves the right to decide which report to accept.

(d) Return to work at the same or a comparable position will be approved only after a reasonable period of time as certified by the employee's physician and, if required, by the County doctor. Employees are expected to return to regular duties within six (6) months from the commencement of the leave unless an extension of time has been requested and approved prior to the expiration of the six (6) months. Continued absence will be cause for termination of employment.

(e) The employee's accumulated sick leave and vacation leave may be used during the period of absence to the extent it is available, if the employee desires.

## Section 5:

### Other Leaves:

Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the employee's Department Head. For a leave without pay, the employee shall submit a written request to the Supervisor at least thirty (30) days in advance stating the reason for the request, and the time required. This request will be forwarded to the employee's Department Head and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

## Section 6: Personal Days

Each full-time employee shall be entitled to an allowance of three work days on a pro-rata basis, one day for every four months of employment upon written request to, and the approval of, his/her department head for the following reasons:

- a. Court subpoena
- b. Marriage of employee
- c. Established religious holidays
- d. Essential personal business which requires the personal attention of the employee during his/her regular work schedule.

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

Part-time employees who work forty (40) hours in a pay period shall be eligible to receive personal leave on a pro-rata basis.

ARTICLE 11: EDUCATION INCENTIVE PROGRAM

Section 1. Purpose

To describe the provisions of the Education Incentive Program.

Section 2. Eligible Participants

Employees eligible for participation in the Education Incentive Program include all full-time employees covered by this Agreement.

Section 3. Education Requirements

- (a). Source of Instruction - Instruction must be from a recognized and/or accredited school.
- (b). Successful Completion of Course Work - To qualify for tuition reimbursement, the employee must successfully complete the designated course work in accordance with the school's academic standards.
- (c). Prior Approval - An employee wishing to take advantage of the Education Incentive Program must obtain prior approval of his/her academic program from the Board of Social Services.
- (d). Applicable Courses - Applicable courses are those which, in the judgement of the Board will potentially increase the efficiency of an employee to perform his/her current or projected position responsibilities. These may include:
  - 1. Course required for the successful completion of a degree program.
  - 2. Courses not part of a degree program but related to the work and/or responsibilities of the employee.

#### Section 4. Eligible Expenses

- (a). Reimbursement by the Board will be for tuition only. All other costs such as matriculation and application fees, supplies, books, transportation, lodging and meals will be the responsibility of the employee.
- (b). Reimbursement for tuition will be made only after the approved course work has been successfully completed and satisfactory proof of such accomplishment has been furnished by the employee.
- (c). Employees pursuing an undergraduate degree will be reimbursed as follows:

Grade of A, B, or C - 100% reimbursement  
Grade of D or below - 0% reimbursement  
"Pass" for a Pass/Fail Course - 100% reimbursement

Employees pursuing a graduate degree will be reimbursed 100% for a passing grade.

#### Section 5. Continuing Employment Requirement

- (a). An employee who terminates County employment prior to completing his/her approved courses will not be reimbursed for those courses in which he/she is currently enrolled.
- (b). An employee must remain in the full-time employment of Morris View for a period of at least twelve (12) months following completion of six or more credits in a semester of approved courses. If such employee terminates employment for any reason except as stated below or is discharged within said twelve month period, then the employee must repay 50% of the total tuition paid by Morris View to the employee for the courses taken. If the employee fails to complete the full term of the employee's employment obligation as described herein by reason of death or permanent or total disability which prevents the employee's continued employment, then the obligation of the employee or the employee's estate shall terminate.

ARTICLE 12: LABOR MANAGEMENT COMMITTEE

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

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

ARTICLE 13: FULLY BARGAINED

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

ARTICLE 14: SEVERABILITY

If any provisions of this Agreement or application of this Agreement to any employer, or employees, covered hereunder is held invalid by operation of law, by legislative act or by a court or other tribunal of competent jurisdiction, such provision shall be deemed inoperable, but all other provisions contained herein shall not be affected and shall continue in full force and effect.



ARTICLE 15: GENERAL PROVISIONS

Section 1.:

Change of address of an employee shall be reported to the employee's immediate supervisor.

Section 2.:

Employees shall inform the Personnel Office promptly of any additions, deletions or changes in family status for the explicit purpose of keeping employment records up-to-date, and for any possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. Employees shall fill out a W-4 form, Employee's Withholding Exemption Certificate, in order to change dependents for tax purposes.

Section 3:

Each employee is required to have an annual physical examination at the expense of the Board to be performed by the County Director of Medical Services or his/her designee.

ARTICLE 16: POSTING OF POSITION VACANCIES

Section 1: Posting of Non-Supervisory Position Vacancies:

Non-supervisory vacancies will be posted in each department at Morris View for 10 calendar days and an interview will be made available to all employees interested and qualified.

The posting will state the location, description and qualifications for the vacancy.

The purpose of the posting is to permit qualified personnel to express their interest in the posted vacancy. The Administration of Morris View will consider all candidates, but reserves the right to select a qualified person whether such person is or is not currently employed at Morris View.

Section 2: As to All Employees:

The Personnel Department will provide qualified employees with copies of the Civil Service Notice announcing a promotional examination along with copies of the application for said examination. The Administrator will give first consideration to qualified current employees for promotion. This provision shall not preclude the Administrator from hiring persons outside of the bargaining unit.

ARTICLE 17: CALL OUTS

Section 1: As to Non-Nursing Personnel Only:

- (a) All call outs between the hours of 12:00 a.m. and 6:00 a.m. shall be compensated at the rate of four (4) hours call out if the time worked is less than four (4) hours. All call outs between the hours of 6:00 p.m. and 12:00 p.m. shall be compensated at the rate of two (2) hours call out time if the time worked is less than two (2) hours.
- (b) In the event actual time worked on call out should exceed the four (4) hours or two (2) hours provided, compensation in such event would be commensurate with the time worked at the applicable rate.

Section 2: As to Full-Time and Part-Time Nursing Personnel Only:

- (a) Where a shortage of nursing staff occurs on the third shift (i.e., 11:00 p.m. to 7:30 a.m.), the shortage shall be overcome in the following manner:
  - 1. If there is only one nurse who will be absent, the eighth nurse assigned to the third shift shall serve at the duty station of the absent nurse.
  - 2. If there are two nurses who will be absent, the eighth nurse will serve at the duty station as specified under paragraph (a) above and the Supervisor of Nurses on the third shift will serve at the duty station of the other absent nurse in addition to performing her duties as Supervisor.
  - 3. If there are three or more nurses who will be absent from the third shift and after following the procedures in paragraphs 1 and 2 above, there are insufficient volunteers from the second shift to cover the projected absences, the second shift Supervisor of Nurses will be required to call in nurses to replace the absentees in the order the nurses are listed on a seniority list prepared for this purpose. The Supervisor shall call the nurse at the top of the list to report to work. If this nurse has a bona fide excuse or cannot be reached and cannot report for duty, the Supervisor shall contact the second nurse on the list. If the second nurse cannot report for duty and has a bona fide excuse or cannot be reached, the Supervisor shall call the third nurse on the list. If she also cannot report for duty and has a bona fide excuse or cannot be reached, the least senior nurse on the second shift shall be required to stay over and work the third shift. If this nurse

has a personal hardship or health problem, the next least senior nurse shall serve the duty. This process shall be repeated until the vacancies are filled.

- (b) The seniority list shall be prepared by placing the name of the nurse who is the least senior at the top of the list and then placing the name of each nurse more senior thereafter. The resulting list shall start with the least senior nurse and end with the most senior nurse at Morris View. As each nurse serves duty as a replacement on the third shift, her name shall be placed at the bottom of the list. Nurses who refuse or fail to report for duty when called or those who cannot be reached will remain at the top of the list. Nurses who do not report to work and have no bona fide excuse will be subject to disciplinary action.

## ARTICLE 18: GRIEVANCE PROCEDURE

### Section 1: Purpose:

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

### Section 2: Definitions:

- (a). The term "grievance" shall mean an allegation that there has been:
  - 1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance."
  - 2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Board of Social Services, which shall be processed up to and including the Board of Social Services, and shall hereinafter be referred to as a "non-contractual grievance."
  - 3. A minor disciplinary action (i.e. one imposing a penalty of suspension or fine of five days or less) taken against an employee, and he or she appeals the said decision. This appeal, known as an appeal from a minor disciplinary action, may be processed through the grievance procedure to binding arbitration.

4. The term grievance and the grievance procedure set forth herein shall not apply in the following instances:

- a. To matters which involve the interpretation of application of a Civil Service Rule or Regulation of N.J.S.A. 11:1-1 et seq. the Civil Service Law, and in which a method of review is prescribed by law, rule or regulation;
- b. To matters where the Board of Social Services is legally unable to act.

(b).

The term "employee" or "grievant" as used in this Article shall also mean a group of employees with a grievance, or the Union.

### Section 3: Presentation of a Grievance:

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

### Section 4: Grievance Procedure:

#### Step 1

The grievant and his/her Union Shop Steward shall present the employee's written grievance or dispute within fifteen (15) working days of its occurrence to the department head. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The department head shall schedule a hearing within five (5) working days of receipt of the grievance and render a decision within five (5) working days of the hearing.

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

#### Step 2

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

shall schedule a hearing within five (5) working days of receipt of the grievance and render a decision within five (5) working days of the hearing.

### Step 3

- (a) If the grievance has not been settled through step 2, the same shall be presented in writing by the employee and the employee's Union representative, who is the Shop Steward or Local Union Officer, to the Board within ten (10) working days of the written response from Step 2. In the event the grievant files his statement with the Board at least ten (10) working days prior to a Board Meeting, the matter shall be placed on the agenda for the Board meeting. Statements filed less than ten (10) working days before a Board meeting may be heard by the Board, or at the Board's discretion placed on the agenda for the following meeting. The Board shall review the decision of the Administrator together with the disputed areas submitted by the grievant. The grievant and/or Union Representative may request an appearance before the Board.

If the grievant and/or Union Representative requests an appearance before the Board, such party shall be heard on work time providing a regularly scheduled meeting of the Board is held during work time. The Board will render its decision within ten (10) working days after the Board meeting at which the matter has been reviewed.

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

### Step 4

a) Any unresolved grievance, except matters within the exclusive province of the New Jersey Department of Personnel may be appealed to arbitration (only by the Union). The Union must file the request for arbitration within thirty (30) working days after the receipt of the Step 3 decision.

b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before New Jersey Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

c) Where the grievance involved an alleged violation of individual rights specified in Civil Service Law and Rules for which a specific appeal to New Jersey Department of Personnel is available, the individual must present her complaint to New Jersey Department of Personnel Service directly.

d) The arbitrator shall be selected on a case-by-case basis as follows:

1. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, or:
2. By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

e) The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and/or such rules and regulations as may be in effect by the Merit System Board. The arbitrator shall have the full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days of the hearing.

f) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall he/she submit observations or declaration of opinions which are not essential in reaching the determination.

g) The cost of the arbitrator and his/her expenses shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same.



h) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

i) The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such a remedy is permitted by law, and is consistent with the terms of this Agreement, except that he/she may not make an award which exceeds the Board of Social Service's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

j) The decision or award of the arbitrator shall be final and binding on the Board of Social Services, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement. Disciplinary disputes shall be subject to the Grievance Procedure herein set forth to the extent indicated above.

k) Either party shall have the right to seek judicial review of the matter as prescribed by New Jersey statutes.

l) There shall be no loss of pay for employee for time spent either as a grievant, witness, one Union Representative or Union Recorder, in any step of the Grievance Procedure.

m) Employee grievance shall be presented on prepared forms. The Grievance Procedure as defined herein, shall be strictly adhered to. Time limits may be waived only by mutual consent of the parties. It is understood that employees must sign their individual grievances.

n) Grievance resolutions or decisions at Step 1 through Step 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representative of both parties. This is not to be construed as limiting the right of either party or introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.

o) One (1) Union member, designated by the Union, shall be allowed a maximum of one (1) hour during working hours to investigate each grievance.

p) The Board shall make available to the Union all necessary and pertinent information regarding grievances except information which is privileged under law including but not limited to patient medical records.

Section 5: Discipline:

(a). For permanent employees only:

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

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

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

ARTICLE 19: BOARD RIGHTS AND RESPONSIBILITIES

Section 1:

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

(a). To manage and administer the affairs and operations of the Board;

(b). To direct its working forces and operations;

(c). To hire, promote and assign employees in accordance with the law;

(d). To demote, suspend, discharge or otherwise take disciplinary action in accordance with law. The requirement of taking disciplinary action against employees for cause and in accordance with law is applicable only to permanent employees under Civil Service;

(e). To promulgate reasonable rules and regulations, from time to time, which may affect the orderly and efficient administration of Morris View.

Section 2:

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

Section 3:

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

ARTICLE 20: SALARIES

Section 1: Salary Adjustment

(a) Effective January 1, 1993 and retroactive to that date, employees on the payroll as of December 31, 1992 shall receive a four percent (4%) salary increase.

(b) Effective January 1, 1994, employees on the payroll effective as of December 31, 1993 shall receive a four percent (4%) salary increase.

(c) Effective January 1, 1995, employees on the payroll effective as of December 31, 1994 shall receive a four percent (4%) salary increase.

Section 2: Minimum Hiring Rate

(a) Effective January 1, 1992 the following minimum hiring rate schedule shall be in effect:

	Graduate Nurse	Assist. Head Nurse	Head Nurse	Supervisor of Nurses	Licensed Practical Nurse
Days:	14.91	15.20	15.92	16.68	12.79
Evgs:	15.97	16.36	17.16	17.98	13.32
Nites:	17.45	17.99	18.86	19.78	13.85

(b) Effective July 1, 1994 the minimum hiring rate for Graduate Nurses who are assigned to work days shall be increased to sixteen dollars (\$16.00) per hour. Any incumbent Graduate Nurse who is assigned to work days earning less than sixteen dollars (\$16.00) per hour shall have his/her rate increased to sixteen dollars (\$16.00) per hour at that time.

(c) Effective upon execution of the Agreement, the hourly rate for the incumbent Gerontological Nurse Practitioner shall immediately be increased to twenty-three dollars and four cents (\$23.04) and then the above 1993, 1994 and 1995 increases shall be applied as appropriate.

Section 3:

The following titles will correspond to the equivalent titles or hourly rates listed below during the term of this Agreement

<u>Title</u>	<u>Equivalent Title</u>
Instructor of In-Service	Head Nurse
Snr. Instructor of In-Service	Supervising Nurse
Geriatric Nurse Practitioner	Supervising Nurse
Registered Dietitian	Graduate Nurse
Dietitian	Graduate Nurse less .12/hr.
Chief Physical Therapist	Head Nurse
Physical Therapist	Assist. Head Nurse
Lab Technician	\$10.05 per hour
Music Therapist	\$13.20 per hour

Section 4:

(a) Effective January 1, 1992 and retroactive to that date, shift differentials to be paid to all employees working on or after 3:00 p.m. or 11:00 p.m.:

Evening shift:       \$ .95 per hour

Night shift           \$ .95 per hour

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

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

(b) If the day shift employee changes his/her regular shift to work on evening or night shifts, he/she will be paid the rate of pay for that shift plus shift differential or his/her regular rate of pay plus shift differential, whichever is higher.

(c) It is specifically understood by the parties that provision (b) of this section shall not apply to hours worked on the new shift, paid at an overtime rate. In this event the employee's regular hourly rate of pay only shall apply in computing the overtime.

Section 5: Twelve Hour Shifts ( Effective Jnuary 1, 1990)

(a) Regardless of the present hourly rate that is paid to the Registered Nurses, if any Registered Nurse works 12 hours between 3:00 p.m. on Friday and 7:00 p.m. on Monday, he/she shall be paid a minimum of:

12 hours work - \$254.40  
24 hours work = \$508.80  
36 hours work = \$763.20

It is understood and agreed that the regular work hours on Monday, Tuesday, Wednesday, Thursday and Friday will not be reduced because of the fact that the Registered Nurse has worked, or will work, 12 hours between 3:00 p.m. on Friday and 7:00 a.m. on Monday.

(b) Regardless of the present hourly rate that is paid to the Licensed Practical Nurse, if any Licensed Practical Nurse works 12 hours between 3:00 p.m. on Friday and 7:00 a.m. on Monday, he/she shall be paid a minimum of:

12 hours work = \$222.60  
24 hours work = \$445.20  
36 hours work = \$667.80

Section 6: Weekend Premium

Effective January 1, 1992 and retroactive to that date. all bargaining unit employees who work between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday shall receive weekend premium of \$1.50 per hour, which premium is to be added to their gross pay after computation of overtime.

Section 7: Extra Compensation for Covering Two Units: (Effective October 27, 1985)

(a) Whenever an R.N. or L.P.N. on the 3:00 p.m. to 11:30 p.m. shift or on the 11:00 p.m. to 7:30 a.m. shift covers two units instead of one unit, he/she shall be paid time and one-half the regular hourly rate for all hours worked less than 40 and double time for all hours worked in excess of 40, during which he/she covers two units.

(b) Whenever an R.N. or L.P.N. is required to cover two units instead of one, the calculation of pay for a holiday worked shall be: all hours less than 40 hours: time and one-half on time and one-half; and for hours in excess of 40 hours: time and one-half on double time.

(c) Whenever a Head Nurse, Assistant Head Nurse or Supervisor

of Nurses covers two units instead of one he/she shall be paid time and one-half the regular hourly rate for all hours worked less than 40 and double time for all hours worked in excess of 40, during which he/she covers two units.

(d) For the purpose of this provision a unit is defined as follows:

1. Building #1-first floor = 1 unit  
second floor = 1 unit
2. Building #3 - 1AB = 1 unit  
1CD = 1 unit  
2AB = 1 unit  
2CD = 1 unit  
GCD = 1 unit

Section 8: Out of Title Pay: (Effective April 2, 1986)

When a nurse performs work normally done in a higher position he/she shall receive a five (5) percent premium based upon his regular hourly rate of pay (in the position title he/she normally holds) for each hour worked out of title only in the instances described below:

- a) An R.N. working as a Head Nurse or Supervisor.
- b) An Assistant Head Nurse working as a Supervisor.
- c) An Assistant Head Nurse working more than twenty (20) consecutive work days as a Head Nurse shall receive out of title pay retroactively to the first (1st) day of such work.
- d) A Head Nurse working as a Supervisor.

Section 9: Extra Compensation Due to Reduced Staff: (Effective October 27, 1985)

Any Registered Nurse or Licensed Practical Nurse who works on the 11:00 p.m. to 7:30 a.m. shift or the 3:00 p.m. to 11:00 p.m. shift because of reduced staff (less than one nurse per unit) shall be paid time and one-half, based upon the regular hourly rate for all hours worked less than 40 and at double time for all hours worked in excess of 40.

Section 11: Effect of Demotion on Salary:

When an employee is demoted to his/her former title, the salary will be reduced by the percentage of his promotional increase.

Section 12: Promotions:

(a) Employees promoted to a position in a higher salary grade will receive a five (5) percent increase on their current salary.

(b) Employees promoted from Registered Nurse to Head Nurse shall receive a ten (10) percent increase on their current salary.

(c) Promotions for L.P.N. to R.N. - An L.P.N. who becomes an R.N. shall receive a 5% adjustment in salary or an adjustment to the minimum for R.N., whichever is greater, effective upon her assignment as an R.N. by Morris View.

Section 12: Salary Computation:

Salaries for all nurses, full-time and part-time, shall be computed on an hourly basis.



ARTICLE 21: LONGEVITY

Section 1:

Each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article 20 set forth above, a longevity increment based upon years of service with the Public Employer in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Percentage</u>
From 3rd Ann to 8th Ann	1
From 8th Ann to 12th Ann	3
From 12th Ann to 16th Ann	5
After 16th Ann	7

Section 2:

Any and all longevity shall accrue and be effective after ninety (90) days of employment provided such employee shall have requested in writing permanent status under Civil Service requirements. Any time period shall commence to run from the date of making such request.

Section 3:

Employees carried in a temporary status for extended period of time through no fault of their own, shall be entitled to have the time employed in temporary status after the initial ninety (90) day period counted in their total length of continued service for the purpose of entitlement to longevity benefits under this contract.

Section 4

Notwithstanding Sections 1 through 3 of this Article, this Article shall apply only to employees actively employed and covered by this Agreement prior to January 1, 1992. Employees hired after January 1, 1992 are not eligible for longevity benefits.

ARTICLE 22: UNION LEAVE

Aggregate Time Off For Union Activities: During the calendar years of 1993, 1994 and 1995 only, no more than a total of 10 days paid leave per year, and no more than 5 unpaid days leave each year may be granted for Union Business.

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

ARTICLE 23: NON-DISCRIMINATION

Neither the Board nor the Association will discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, sex, physical handicap, or liability for service in the Armed Forces of the United States.

ARTICLE 24: PERSONNEL FILES

Each employee shall be given the opportunity to review the contents of her personnel file upon request to the Administrator or his/her designee.

The employee shall have the right to respond to any document in her personnel file. Such response shall be directed to the Administrator and shall be included in the respondent's personnel file.

Each employee shall have the right to see and respond to any and all documents before they are placed in her personnel file, said documents to be initialed by the employee.

After a period of 12 months the employee may make a request to the Administrator to delete reprimands, warnings, corrective and/or disciplinary action from the employee's personnel file.

ARTICLE 25: NO STRIKE CLAUSE

Since this Agreement provides for the orderly and peaceful resolution of grievances, including binding arbitration, Union agrees that it will not authorize, institute, aid, condone or engage in any slowdown, work stoppage, strike or any other interference with the work and/or statutory functions of the employer during the tenure of this Agreement. A strike, slowdown or work stoppage will be considered a material breach of this Agreement.

ARTICLE 26: APPLICATION OF BENEFITS

Section 1:

Except as specifically noted, all benefits referred to in this contract shall apply to all employees included under the terms of this Agreement.

Section 2:

Further, unless otherwise noted, the provisions of this Agreement shall not apply to any employee who has left the employ of the County of Morris prior to September 16, 1993 provided however, the salary article shall retroactively apply from January 1, 1993, through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to September 16, 1993 shall receive the employee's salary adjustment retroactively from January 1, 1993, to the employee's last date of employment.

Section 3:

Changes in compensation shall be applicable as stated under Article 20. If no date is specified, the compensation change shall be applicable to the date of hire of the employee or January 1, 1993, whichever is later.

ARTICLE 27: PENSIONS

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

ARTICLE 28: LIABILITY INSURANCE

During the term of this Agreement, the Board shall continue the existing liability insurance coverage for employees covered by this Agreement. All such employees shall be entitled to defense and indemnification by the Board for all actions performed within the scope of their employment.



ARTICLE 29: DUES DEDUCTION AND REPRESENTATION FEE

The Employer agrees to deduct from the bi-weekly pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union Dues. Dues shall be two (2) hours pay per month based on a 40 hour work week, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made.

Deduction of Union Dues and Representation Fees made pursuant hereto shall be remitted by the Employer to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D. C. 20001, by the tenth (10th) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.

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 any of the above deductions.

### ARTICLE 30: UNION RIGHTS AND REPRESENTATIVES

It is recognized by the parties to this Agreement that the responsibility of handling grievances, administering this contract and disposing of disputes which may arise is a duty of the Union. It may be necessary for certain officers and representatives of the Union to attend to these matters during the Board's hours of operation. The right to conduct business by these representatives on Board time is recognized as follows:

(a) The Morris View Branch President of the Union or her designee shall be permitted one hour per day to conduct the Union business during the working day.

#### Section 1: Access to Premises:

(a) Union officials and duly authorized Union representatives, whose names and identification have been previously submitted to and acknowledged by the Board shall be admitted to the premises of the Board on Union business with prior approval. Union officials shall have the opportunity to consult with employees in this bargaining unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. The Board will designate appropriate places for such meetings at its facilities.

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

#### Section 2: Bulletin Boards

The Board will make space available on existing bulletin boards, which space will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" by 30" or an equivalent. If the union desires bulletin boards at other locations, then it may request permission to provide its own bulletin boards. Approval of such requests shall conform to Board standards and will not be unreasonably withheld by the Board. Appropriate material on such bulletin boards shall be posted and removed by representatives of the Union.

### Section 3: Union Stewards

The Union has the sole right and discretion to designate Stewards or alternates and specify their respective responsibilities and authority to act for the Union.

### Section 4: Union Privileges

(a) Where the Union has mail to be delivered to its officers or stewards, the interoffice mail system will be made available to deliver such mail within any institution or building provided that priority is retained for the business of the Board.

(b) When a managerial consultant investigating or implementing committee seeks views of its employees, the Union may present a written statement of its views to the investigating agent and to the Board.

ARTICLE 31: UNIFORMS

Section 1:

Personal white pants and white dress uniform shall be considered appropriate compliance with Morris View Uniform policy requirements. Such uniforms are to be purchased and maintained by the individual nurses.

Section 2:

Morris View will continue its policy of supplying uniforms to those employees who request them.

ARTICLE 32: DURATION

This Agreement shall be in full force and effect as of the first day of January, 1993 and shall remain in full force and effect through the thirty-first day of December, 1995. If either party desires to modify or terminate this Agreement, it must, no later than September 30, 1995 give written notice of its intention. In the event no such notice is received by September 30, 1995, this Agreement shall continue in effect from year to year, after December 31, 1995 subject to modification or termination by either party upon written notice given prior to August 31st of any succeeding year.

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

ATTEST:

*Joyce [Signature]*  
*James E. [Signature]*

BOARD OF SOCIAL SERVICES OF MORRIS COUNTY

By *[Signature]*

ATTEST:

*Donald L. Klein*

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

By *Carolyn L. Wade*

*William R. [Signature]*

*Kathleen Stanton RN*  
*Gina M. Nelson RN*