

COLLECTIVE BARGAINING AGREEMENT

between

**COUNTY OF PASSAIC
PREAKNESS HEALTHCARE CENTER**

and

**LOCAL 911, INTERNATIONAL UNION OF PRODUCTION
CLERICAL AND PUBLIC EMPLOYEES
(PREAKNESS HEALTHCARE SUPERVISORS)**

JANUARY 1, 2003 THROUGH DECEMBER 31, 2007

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Eisenhower Plaza 11, suite 2575
Livingston, New Jersey 07039
County of Passaic
Special Labor Counsel

THIS AGREEMENT made and entered into on this ____ day of **January, 2005** by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF PASSAIC AND PREAKNESS HEALTHCARE CENTER, hereinafter referred to as the “EMPLOYER”, and LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL & PUBLIC EMPLOYEES, with its principal place of business located at 50 Essex Street, Rochelle Park, New Jersey 07662, a labor organization representing all Directors, Assistant Directors, Supervisors, Assistant Supervisors, Executive Housekeeper, Assistant Executive Housekeeper, Assistant Chief Recreation Therapy, Coordinator of Volunteers, Systems Analyst, Foreman, Assistant Foreman and all other Supervising Personnel in Preakness Healthcare Center hereinafter referred to as the “UNION”.

ARTICLE 1

RECOGNITION

The Board of Chosen Freeholders of the County of Passaic hereby recognizes the Union as the exclusive bargaining agent for all Directors, Assistant Directors, Supervisors, Assistant Supervisors, Executive Housekeeper, Assistant Executive Housekeeper, Assistant Chief Recreation Therapy, Coordinator of Volunteers, Systems Analyst, Foreman, Assistant Foreman and all other Supervising Personnel in Preakness Healthcare Center. Effective January 1, 1987, any employee in the bargaining unit who has not become a member of the Union will have to either become a member in good standing or pay the Representation Fee as provided in Article 3, Section 2 of the Agreement.

ARTICLE 2

UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security;

A. All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

B. It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have a chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

Section 2. The Hospital will notify the Union of any newly hired employees within fifteen (15) days of their starting date.

ARTICLE 3

CHECK-OFF OF UNION FEES

Section 1a. The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each employee during the month of such deduction made. The 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within thirty (30) calendar days after such deduction is made.

Section 2. Representation Fee

A. This Article shall become effective as of July 1, 1980.

B. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

C. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation fee to be paid by non-members will be up to 85% of that amount.

D. 1. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

2. The Employer will deduct the Representative Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

a. Within 21 days after receipt of the aforesaid list by the Employer;

or

b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. 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 transmissions of regular membership dues to the Union.

4. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representative Fee, and such changes will be reflected in any deductions made more than 21 days after the Employer received said notice.

5. On or about the last day of each month beginning with July 1, 1987, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

6. Local 911, shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and 5.6, and membership in Local 911, shall be available to all employees in the unit on an equal basis at all times. In the event Local 911, fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

7. The Union shall save the Employer harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this Article.

ARTICLE 4

MANAGEMENT RIGHTS

Except as modified herein, Management shall have the right to determine all matters concerning the management and administration of the public agency, which rights shall include, but not be limited to, the right to (a) direct the force, (b) hire, promote, transfer, assign and retain employees, (c) suspend, demote, discharge or take other disciplinary actions against employees for cause, (d) relieve employees from duties because of lack of work or other proper reasons, (e) maintain the efficiency of the operation, (f) determine methods, means and personnel by which such operations are to be conducted and (g) take any action necessary in conditions of emergency, regardless of prior commitments, to carry out the missions of the Agency.

ARTICLE 5

WORK WEEK

Section 1. The normal work week shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday.

Section 1a. Any employee who works more than eight (8) hours in any given day shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, or upon mutual agreement by the employer and employee compensatory time can be given at the rate of one and one-half (1-1/2) hours per one hour worked after eight hours.

Section 1b. Any employee who works on Saturday shall automatically be paid one and one-half (1-1/2) times his regular rate of pay.

Section 2. Work week for Office Staff

The work week shall be Monday through Friday, five (5) consecutive days of eight (8) hours each day.

Section 2a. Any employee who works more than eight (8) hours in any given day shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay.

Section 2b. Any employee who works on Saturday shall automatically be paid one and one-half (1-1/2) times his regular rate of pay.

Section 2c. Any employee who works on Sunday shall automatically be paid two (2X) times his regular rate of pay.

Section 3. Work week for Dietary Dept., Housekeeping and Recreation Supervisors

The regular work week for all full-time employees shall consist of forty (40) hours per week eight (8) hours per day. Such hours shall not exceed four (4) days off for each two (2) week period. A work week shall be Sunday through Saturday. Overtime will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay on the sixth consecutive day and the rate of two (2) times the regular rate of pay on the seventh consecutive day. Any employee not currently assigned to work both Saturday and Sunday may not be scheduled to work, except on a rotating week-end basis.

Section 4. Work week for Maintenance

The work week shall be Monday through Friday, Tuesday through Saturday and Sunday through Thursday, eight hours per day.

Section 4a. Any employee who works more than eight (8) hours in any given day shall be paid at the rate of one and one-half (1-1/2) times the employees regular rate of pay.

Section 4b. Monday through Friday

Any employee who works on Saturday shall be paid one and one-half (1-1/2) times the employees regular rate of pay. Any employee who works on Sunday shall be paid two (2) times the employees regular rate of pay.

Section 4c. Tuesday through Saturday

Any employee who works on Sunday shall be paid one and one-half (1-1/2) times the employees regular rate of pay. Any employee who works on Monday shall be paid two (2) times the employees regular rate of pay.

Section 4d. Sunday through Thursday

Any employee who works on Friday shall be paid one and one-half (1-1/2) times the employees regular rate of pay. Any employee who works on Saturday shall be paid two (2) times the employees regular rate of pay.

Section 4e. The Tuesday through Saturday and Sunday through Thursday work week is for employees hired after October 1, 1989.

Section 5. No employee in the bargaining unit shall be assigned to take compensatory time off in lieu of pay without approval of Local 911, I.U.P.C.P.E., Business Agent.

Section 6. A half (1/2) hour lunch shall be included in the eight (8) hours and seven (7) hours per day.

Section 7. The employees shall continue to receive their coffee break as per past practice.

Section 8. Any employee who works more than eight (8) hours in any given day shall be paid at the rate of 1-1/2 times the employees regular rate of pay, or upon mutual agreement by the employer and employee compensatory time can be given at the rate of one and one-half (1-1/2) hours per one hour worked after eight hours.

Section 9. Call-In Pay

A. Employees called to work prior to the start of their regularly assigned shift shall be paid overtime at the rate of one and one-half (1-1/2) times the regular rate for such hours worked prior to the beginning of the regular work day hours.

B. Employees called back to work after the conclusion of the normal shift, shall be entitled to a minimum of three (3) hours call back pay at the overtime rate of one and one-half (1-1/2) times the regular hourly rate. In addition, each employee called back to work shall be entitled to compensation of fifteen (15) minutes before and fifteen (15) minutes after the completion of the call back overtime hours worked. The Employer will make every effort to call back employees within the needed classification(s) on overtime.

Section 10. Equitable Distribution of Overtime

A. Overtime shall be distributed as equitably as practical among the employees qualified by classification and/or otherwise capable of performing the work required, except that an employee shall not be removed from a job which the employee has been performing on that day, in order to provide such equitable distribution.

B. Overtime distribution shall be within Departmental lines only.

C. No employee working under the jurisdiction of this contract shall work more than sixteen hours in any given day, that includes snow removal emergency work.

Section 11. Meal Allowance

Meal payment shall increase to two dollars and fifty cents (\$2.50) per week effective July 1, 1996 for a maximum of 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, workers' compensation leave, suspension or other leave.**

Section 12. Emergency Hours/Call-In

A. If an employee is called in on emergency work or snow removal and the said employee works until his regular starting shift the next day, 7:00 a.m., the said employee shall be entitled to go home and come back to work with no loss of pay.

B. The parties have agreed that if an employee is required to work sixteen (16) or more consecutive hours and his regular starting time is set to begin immediately thereafter, the employee, at his option, can take his regular eight (8) hour shift off with pay and without the Healthcare Center deducting any time off provision contained in this Agreement.

Section 13. Seasonal Employees

Except in case of vacation and/or emergency or in the event of performance on an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week, the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on a temporary lay-off due to a reduction in force.

Section 14. Effective January 1, 2005, employees agree to work two full weekends (5 hours on Saturday and 5 hours on Sunday) per calendar year. In lieu of compensation, employees will be granted time off from work for 8 hours for each weekend day worked, said time off to be taken within the pay period year that the weekend is worked (subject to the approval of the Executive Director). For example, an employee scheduled to work Saturday and Sunday may be permitted to take two days off within the pay period that the weekend work is performed (subject to staffing). Employees will schedule said weekend work and days off in advance with Preakness Healthcare Center Administration.

ARTICLE 6

HIGHER CLASSIFICATION PAY

Section 1. In the event an employee is temporarily transferred to a higher rated classification and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification for a period of time during which said employee is transferred and performs the duties of the higher rated classification provided such employee is engaged in the higher rated job for a period of seven (7) consecutive days or more.

Section 2. An employee temporarily transferred to a lower classification shall suffer no reduction in pay.

Section 3. The provisions in sub Sections 1 and 2 are effective when such duty changes are made for the convenience of the Employer. Employee transferred to lower classification out of the Bargaining Unit, shall no longer receive four weeks salary equivalency. When a demotion takes place within the same Bargaining Unit, the employee will receive the same rate of pay for four weeks.

ARTICLE 7

LONGEVITY

Section 1. Longevity pay shall be determined by length of employment as follows each year of the contract and shall be paid on the anniversary date.

- 2% of base pay after 7 years of service.
- 4% of base pay after 10 years of service.
- 6% of base pay after 15 years of service.

8% of base pay after 20 years of service.
10% of base pay after 25 years of service.

~~If any other employee receives any more longevity than we do, we get it too.~~

Section 2. Longevity benefits for all newly hired County employees as of October 15, 1993 shall be calculated for County of Passaic time only with the exception of Statutory time (Military).

Section 3. **Employees hired after January 1, 2005 shall enjoy the following longevity schedule:**

**2% of base pay after 8 years of service.
4% of base pay after 12 years of service.
6% of base pay after 18 years of service.
8% of base pay after 22 years of service.
10% of base pay after 25 years of service.**

ARTICLE 8

PAY FOR TIME NOT WORKED

Section 1. Holidays

Employees within the bargaining unit shall be entitled to the following holidays with pay computed on the employee's regular straight time rate:

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

Section 2. Eligibility

The employees, to be eligible for holiday pay, must work the last regularly scheduled workday before and the first regularly scheduled work day after the holiday, unless the day is an excused day with pay.

Section 3. Holiday Worked

Employees who work on any of the above holidays shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked, except Veteran's Day or Floating Holiday which shall be paid for at the employees' regular rate of pay for the first eight (8) hours.

Section 3a. Should an employee work on any of the above holidays, they shall receive a compensatory day off for the amount of hours worked on the holiday, and if the Healthcare Center does not allow this time off within ninety (90) days of the holiday, then said employee shall be paid his regular rate of pay for all hours worked on the holiday.

Section 4. Saturday or Sunday Holiday

If a holiday falls on Saturday, it shall be celebrated on Friday. If a Holiday falls on Sunday, it shall be celebrated on Monday.

Section 4a. Employees working Tuesday through Saturday or Sunday through Thursday shall celebrate the holiday the day it falls on.

Section 5. Holiday During Vacation

If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or extend the vacation period by one (1) day. If the employee is required to forego such holiday falling within the vacation period, said employee shall have the right upon seven (7) calendar days notice to the Employer, to refuse the holiday pay and to take a work day off.

Section 6. Departments identified as a continuous work week department will follow the County scheduled holidays, and receive holiday pay, with the exception of July 4th, Christmas Day and New Year's Day. For these identified days the employee must work the actual calendar holiday to receive holiday pay.

ARTICLE 9

VACATIONS

Section 1. All employees within the bargaining unit shall be entitled to vacation with pay in accordance with the schedule of days entitlement as follows:

	1 day per month for the first year.
1 – 5 years	12 working days during each year of service. working days per year
6 – 10 years	15 working days during each year of service. working days per year
11 – 15 years	18 working days during each year of service. working days per year
16 – 20 years	20 working days during each year of service. working days per year

21` years & over

~~22 working days during each year of service.~~ **working days per year**

In the event the employee leaves the employ of the Employer before the vacation period, the employee shall be compensated for any accrued vacation time that may be due said employee in accordance with the above schedule.

Section 2. The vacation schedule shall be posted on the bulletin board by the Employer not later than April 30th of each year. In preparing the vacation schedule, the Employer shall endeavor to grant vacation on the basis of departmental seniority and classification mix of its employees. Employees will be allowed to take their vacation time during the regular vacation periods. Vacation time will not be withheld due to unknown date of the State inspection. Depending upon business needs of the Department(s) under this Agreement, however, employees may request and the Employer may approve vacations at a period during which vacations are not normally granted.

Section 3. **Newly hired employees as of January 1, 2005 shall accrue 0.83 vacation days per month in their first year of service. Newly hired employees as of January 1, 2005 shall be entitled to vacation with pay in accordance with the schedule of days of entitlement as follows:**

1-5 years	10 working days per year
6-10 years	12 working days per year
11-15 years	15 working days per year
16-20 years	18 working days per year
20+ years	20 working days per year

ARTICLE 10

PAID SICK LEAVE

Section 1. After one year of employment employees shall earn fifteen (15) paid sick leave days for each full year of employment. New employees shall earn one (1) day per month for the first year. Such earned sick leave shall be cumulative from year to year.

Section 2. Any employee may be, at the discretion of the Employer, required to present a doctor’s statement as proof of illness. ~~after five (5) days absence by reason of illness.~~

Section 2a. The Employer may ask for a doctor’s note for excessive or pattern absenteeism.

Section 3. Upon retirement from ~~the Pension System County~~, employees shall be paid for unused sick leave at the rate of 50% for each day accumulated, to a maximum of \$12,000.00 as per Resolution. Benefits such as pension, longevity and vacation, shall be paid proportionately and in accordance with applicable statutory provisions, if any. In the event of

death of the employee, all benefits shall be payable to the legal representative of the employee in accordance with the provisions of law. If statutes provide greater benefits than these, the greater benefits shall be paid.

Section 5. Workers' Compensation - Work Related Injury and/or Illness

A. The Employer shall provide coverage for all employees covered by this Agreement under Workers' Compensation Statutes of New Jersey.

B. Employees suffering an alleged work-related illness or injury, except in case of emergency, must be treated by a physician comprising the panel of medical doctors as designated by the Employer.

C. All such payments shall be consistent with the Statutes and Administrative Laws of the State of New Jersey.

~~D. — Any employee who is on Workmen's Compensation shall be paid one (1) year's full salary and said employee must turn the compensation check over to the Healthcare Center.~~

D. Benefits pursuant to statute N.J.S.A. 34:15-12 and N.J.S.A. 34:15-14. Employees are required to report any work-related injury within forty-eight (48) hours of occurrence.

ARTICLE 11

PERSONAL LEAVE

Each employee shall be entitled to three (3) personal leave days with pay for the transaction of personal business. Application for such leave must be in writing and submitted to the Employer at least three (3) days in advance. The employee must use one (1) personal leave day every four (4) months. Personal leave must be with the approval of the Employer. **Employees shall accrue one (1) personal day every four (4) months.**

ARTICLE 12

BEREAVEMENT LEAVE PAY

Employees covered by this Agreement shall be allowed four (4) **consecutive** days off with pay at the employee's straight time pay for death. The immediate family for the purpose of this Section is defined as spouse, children, employee's parents, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law. One (1) day bereavement pay shall be given in case of death of any other relative. The Healthcare Center may require proof for bereavement pay from the Funeral Director.

ARTICLE 13

JURY DUTY

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed and the eight (8) hours straight time pay for scheduled working time lost. Full wages shall be paid upon surrender of such amounts received as jury duty pay. The employee shall be required to give prior notice to the Employer of said employee's call for jury duty and the Employer agrees to provide free parking for anyone serving on jury duty at no cost to the employee.

ARTICLE 14

NON-CASH BENEFITS

Section 1. Health Benefits

INSURANCE

A. The Healthcare Center shall provide ~~Insurance-Design-Administrator-Coverage~~ **Horizon Blue Cross Blue Shield** to all employees with a deductible of \$200.00 for single coverage and a \$200.00 deductible for family coverage. After the deductible has been met the Employer will make payments at 80% and the employee will be responsible for the remaining 20%. The Healthcare Center will also offer coverage ~~under First-Option-Insurance~~ which will include a \$10.00 co-pay for office visits and all other expenses will be paid at 90% by the Employer and the remaining 10% the employee will be responsible for. The Healthcare Center shall provide Dental Coverage for the employee only.

B. If the Healthcare Center provides any other health benefit to any of their employees, than Local 911 I.U. of P.C.E., shall receive those benefits without reopening the contract.

C. Effective October 15, 1993 all new employees hired or promoted into this unit as part-time employees shall receive Medical Insurance for single person coverage only. Effective July 1, 1996 all new hired part-time employees must work a minimum of twenty-four (24) hours

per week to be entitled to hospitalization coverage only. Newly hired part-time employees are not entitled to prescription and dental.

D. Effective January 1, 1994 the Hospital shall provide to all employees who are under the jurisdiction of this Contract a Prepaid Prescription with a \$5.00 Co-Pay for brand name drugs and zero (\$0.00) co-pay for generic drugs at no cost to the employees.

The Healthcare Center will provide a \$4,000.00 Life Insurance policy to all employees in the bargaining unit.

E. The Union and County agree to negotiate on their successor contract changes in the County's health insurance plan which would include changes in deductibles and the implementation of co-pays.

ARTICLE 15

WAGES

Section 1a. The Salary Guide attached as Exhibit A shall be effective as of January 1, 2003.

Section 1b. ~~All employees in the bargaining unit shall receive a two percent (2.0%) increase effective January 1, 2001.~~ Effective and retroactive to January 1, 2003, all employees in the bargaining unit will receive an increase of two and one quarter (2.25%) percent added to base salary.

Section 1c. ~~All employees in the bargaining unit shall receive a two percent (2.0%) increase effective January 1, 2002.~~ Effective and retroactive to January 1, 2004, all employees in the bargaining unit will receive an increase of two and one half (2.50%) percent added to base salary.

Section 1d. Effective January 1, 2005, all employees in the bargaining unit will receive an increase of two and one half (2.50%) percent added to base salary.

Section 1e. Effective January 1, 2006, all employees in the bargaining unit will receive an increase of two and one half (2.50%) percent added to base salary.

Section 1f. Effective January 1, 2007, all employees in the bargaining unit will receive an increase of two and one half (2.50%) percent added to base salary.

Section 1g. In the event the base salary for the Chief of Dietary Services, Robert Bontatibus, exceeds the \$79,554.00 base salary received by the Healthcare Center's present Assistant Nursing Home Administrator, as it may be adjusted from time to time, then in that event, Mr. Bontatibus' base salary will be red-circled at the level on the salary guide \$100.00 below the \$79,554.00 base salary of the present Assistant Nursing Home Administrator, as it may be adjusted from time to time, and Mr. Bontatibus will receive a One Thousand Five Hundred (\$1,500.00) Dollar stipend, not on base, in consideration of

his base salary being redcircled on the guide. In the event Mr. Bontatibus' salary does not exceed the \$79,554.00 base salary received by the Healthcare Center's present Assistant Nursing Home Administrator, as it may be adjusted from time to time, then in that event Mr. Bontatibus' base salary will not be red-circled and Mr. Bontatibus will remain on the guide. Only when Mr. Bontatibus' base salary will exceed the base salary of the present Nursing Home Administrator, as it may be adjusted from time to time, will Mr. Bontatibus' base salary be red-circled and a stipend paid as set forth herein.

Section 2a. All employees in the bargaining unit shall receive a step on the salary guide on their anniversary date. Employees hired between January 1 and June 30 shall receive their anniversary step on January 1. Employees hired between July 1 and December 31 shall receive their anniversary step on July 1. Increments will be paid when due regardless of contract status.

Section 2b. Beginning with the last anniversary date (January 1 or July 1), employees must work one hundred and fifty days (150) to receive their step. Military leave, workers compensation, temporary disability, and any other paid time shall be counted as time worked.

Section 3. Preakness Healthcare Center hereby agrees to pay a night differential of one dollar and ten cents (\$1.10) per hour added to their base salary. Effective October 15, 1993 differential pay for all new employees represented by the bargaining unit will be eliminated. Employees hired prior to January 1, 1992, receive a differential of ten percent (10%) on their base salary in terms of hourly rate. Employees who are transferred from another Bargaining Unit to Local 911 will not be entitled to differential pay.

ARTICLE 16

MISCELLANEOUS BENEFITS

Section 1. Leaves of Absence Without Pay

A. Upon making timely written application, permanent employees may request a personal leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority. Such applications shall state the reasons for such request. The Employer shall evaluate the request against business requirements and may deny the request for good and sufficient reason. Consideration will be given to employees with terminal or catastrophic illness.

B. Such leave may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness in the job to which the employee is assigned upon return to service. Management shall make the final disposition of such request.

Section 2. Veterans Rights and Benefits

A. The seniority rights of all employees who are drafted pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to the former position held or to a

position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

B. Such reinstatement of veterans shall be in accordance with law in effect at the time of their draft.

Section 3. Reserve Training

A. The Employer agrees to allow the necessary time, exclusive of weekend training, for any employee in the Reserves to perform the duties required when called on annual training without impairment of said employee's seniority rights or loss in pay for scheduled time lost.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1. A grievance shall be any difference of opinion, controversy, or dispute arising between the parties involving the interpretation or application of any provision of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for grievance occurred, and the procedures following shall be resorted to as the sole means of obtaining adjustment of grievance.

Section 3. Procedure

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

Section 4. Steps

A. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and Assistant Healthcare Center Administrator. The Healthcare Center shall within five (5) working days issue a written decision on the grievance.

B. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Executive Director. Within three (3) working days thereafter, the grievance shall be discussed between the Executive Director and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter.

C. If the decision given by the Executive Director to the Union does not satisfactorily settle the grievance, the Union shall notify the County Administrator, within three (3) working days, of its desire to meet with the County Administrator, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within ten (10) working days thereafter.

D. In the event the grievance is not satisfactorily settled by the meeting between the County Administrator and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 5. The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 6. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

Section 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.

ARTICLE 18

SENIORITY

Section 1. The Employer shall establish and maintain a seniority list by classification of employees, names and dates of employment from date of last hire on a Department basis, with the employee with the longest length of continuous and uninterrupted classification service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in classification order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall commence from the employee's date of last hiring with the Employer.

Section 2. Other than seasonal and part-time employees, new employees retained beyond the ninety (90) days shall be considered regular employees and their length of service with the employer shall begin with the original date of their employment and their names placed on the "Seniority List." Such seniority list shall be kept up to date with additions and subtractions as required.

Section 3. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of probationary employees if they are dismissed during the probationary period.

ARTICLE 19

EDUCATIONAL FUND

The Employer agrees to contribute one cent (\$.01) per hour to the Local 911 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with the Local 911 Welfare Plan Trust Agreement by an equal number of Employer and Employee Trustees.

ARTICLE 20

JOB VACANCIES, NEW JOBS CREATED

Section 1. If new jobs are created or if permanent vacancies occur in a higher-rated position, the Employer shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications and have the proper work history. The most senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the Department Head of the respective Department involved within three (3) calendar days after the notification of the selection is made, however, the decision of the Department Head of the respective Department involved may be made a subject for the grievance procedure.

Section 2. The Employer agrees to post a notice of such new jobs or vacancy on the bulletin board for a period of five (5) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of seniority provided the applicant has the necessary skill and ability to perform the work required.

Section 3. If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within five (5) working days after the expiration of the five (5) working days required under Section 2 above.

Section 4. Any employee so selected to fill such job shall be granted a trial period of up to ninety (90) calendar days with an option by administration to have a second probationary period. Employees will become members of the union on the 31st day of employment. The trial period that a promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the trial period, if removed from the position during or at the end of the trial period, the

employee shall receive the rate of the position to which said employee is assigned. Employees become members of Local 911 after 31st day, regardless of probation, and benefits commence on 91st day.

Section 5. The Employer shall establish the hourly rate for any new or materially changed job and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly wage rate accordingly.

ARTICLE 21

JOB REDUCTION

Section 1. The Employer agrees that it will not engage any new employees unless all of the regular, full-time employees are working the scheduled hours noted in this Agreement, in accordance with job classification.

Section 2. In the reduction or restoration of the working force, the rule to be followed shall be by classification and the length of service with the Employer. The employee with the least seniority shall be laid off first and in re-hiring, the reverse principle shall apply: namely, the last employee laid off shall be the first to be re-hired.

Section 3. In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay.

Section 4. An employee's seniority shall cease under the following conditions:

- A. Resignation or termination of employment for cause.
- B. Failure to report for work as per Civil Service Rules and Regulations.
- C. Lay-off of more than twelve (12) consecutive months.

ARTICLE 22

DISCHARGE

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

ARTICLE 23

TERMINATIONS

Section 1. Separation from the service of the Employer may result from voluntary resignation of the employee, or by the involuntary termination of said employee's services.

Section 2. Employees who resign will tender their resignations in writing, if possible, at least two (2) weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and training the successor.

ARTICLE 24

GENERAL PROVISIONS

Section 1. It is agreed that the parties hereto will continue comply with all State and Federal discrimination laws.

Section 2. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices. The Union shall provide a copy of all such notices to the Employer prior to posting.

Section 4. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

Section 5. The County agrees with the Union that any items that are not mentioned in the above contract that the employees in the bargaining unit are enjoying now will not be discontinued.

Section 6. Labor Management Meetings. Periodic meetings shall be held as necessary for the purpose of review, discussion of matters of concern to the parties. Such meetings shall be called at reasonable times and for a duration not to exceed one (1) hour.

Section 7. All employees required by the Executive Director to wear a beeper during their off duty hours shall receive a stipend of seven hundred (\$700) dollars for the responsibility of carrying said beeper. Beeper compensation will be pro-rated as necessary.

Section 8. Supervisory Training Responsibilities. Supervisory bargaining unit employees will conduct a minimum of four (4) safety and skill sessions per year for their staff. They will maintain all necessary records as required by Preakness Hospital policy.

Section 9. All employees in the bargaining unit who are required to wear uniforms shall receive a two hundred forty (\$240.00) dollar uniform allowance on January 1 of each year of the contract.

Section 10. The temporary disability insurance shall be provided at one-half (1/2) of the cost to the employee.

Section 11. It is agreed that should any employee in this bargaining unit receive an increase over and above those specified in this Agreement, without agreement of the Local Union President or his representative, then the Union and the Healthcare Center Administrator will discuss who in the bargaining unit shall be entitled to the same increase in their salary, effective the same date, as the increase was given.

Section 12. The Healthcare Center shall reimburse all employees in the bargaining unit for any and all professional organizational dues and re-certifications with Administration approval. If the employer requires an employee to attend a seminar or program, the employer will pay reasonable pre-approved costs and the employee will suffer no loss of pay. If the seminar or program is not required by the Employer, but is approved in advance by the Employer, the employee may attend the seminar or program and will suffer no loss of pay. However, the employee will be responsible for all costs to attend.

Section 13. The Healthcare Center agrees to reimburse all employees in the bargaining unit for up to six (6) credits per year for graduate and undergraduate course work, not offered at Passaic County Community College at the state college rate, with administration approval.

Section 14. The inclement weather policy attached hereto as Exhibit A is incorporated herein.

Section 15. Shop steward will be allowed reasonable access to management's telephone for the purpose of discussing Union business with other members and its Union representative.

Section 16. **Unit employees will be subject to alcohol and drug testing in accordance with the County Alcohol and Drug Testing Policy.**

Section 17. **The Chief Engineer will be provided a County vehicle for emergency work related travel as required by and approved in advance by the Healthcare Center**

Administration. In the event a County vehicle is not available and the healthcare Center Administration requires the Chief Engineer to travel in his/her personal vehicle for emergency work related reasons, which has been approved in advance by the Healthcare Center Administration, then the Chief Engineer will be compensated for said mileage at the IRS rate, provided proper approved documentation is submitted to the Healthcare Administration at the time said mileage is incurred.

ARTICLE 25

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on **January 1, 2003** and shall continue in full force and effect until **December 31, 2007** and shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least ninety (90) days prior to the expiration date to change, modify, or terminate this Agreement. In such cases, the parties shall endeavor to negotiate for a new Agreement within the ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this ____ day of _____, 2005.

PREAKNESS HOSPITAL EMPLOYER

LOCAL 911
INTERNATIONAL UNION OF
PRODUCTION, CLERICAL
AND PUBLIC EMPLOYEES

BY: _____

BY: _____

COMMITTEE:

