

Agreement

between the

County of Passaic and Preakness Healthcare Center

and

**Local 2522, American Federation of State, County, and Municipal Employees, representing
Preakness Healthcare Center Supervisors**

for the period of

January 1, 2019 to December 31, 2023

Prepared by:

**The Office of the Passaic County Administrator
401 Grand Street, Room 205
Paterson, New Jersey 07505
Phone: (973) 881-4405
Fax: (973) 881-2853**

Table of Contents

ARTICLE 1. RECOGNITION.....	1
ARTICLE 2. UNION SECURITY.....	1
ARTICLE 3. CHECK-OFF UNION FEES.....	2
Section 1. Payroll Deduction.....	2
Section 2. Workplace Democracy Enhancement Act.....	2
ARTICLE 4. MANAGEMENT RIGHTS.....	2
ARTICLE 5. WORK WEEK.....	2
Section 1. Work Week.....	2
Section 2. Work Week for Dietary Department, Housekeeping, and Recreation Supervisors.....	3
Section 3. Overtime.....	3
Section 8. Call-In Pay.....	3
Section 9. Equitable Distribution of Overtime.....	4
Section 10. Meal Allowance.....	4
Section 11. Emergency Hours/Call-In.....	4
Section 12. Seasonal Employees.....	4
Section 15. Work Week for Rehabilitation Department.....	5
ARTICLE 6. HIGHER CLASSIFICATION PAY.....	5
ARTICLE 7. LONGEVITY.....	5
ARTICLE 8. HOLIDAYS.....	6
Section 1. Holidays.....	6
Section 2. Eligibility.....	6
Section 3. Holiday Worked.....	6
Section 4. Saturday or Sunday Holiday.....	6
Section 5. Holiday During Vacation.....	6
ARTICLE 9. VACATIONS.....	7
ARTICLE 10. PAID SICK LEAVE.....	8
Section 2. Proof of Illness.....	8
Section 4. Workers' Compensation.....	8
ARTICLE 11. PERSONAL LEAVE.....	9
ARTICLE 12. BEREAVEMENT LEAVE.....	9
ARTICLE 13. JURY DUTY.....	10
ARTICLE 14. NON-CASH BENEFITS.....	10
Section 1. Health Benefits.....	10
ARTICLE 15. WAGES.....	11
Section 1. Wages.....	11
Section 2. Salary Guide.....	12
ARTICLE 16. MISCELLANEOUS BENEFITS.....	12
Section 1. Leaves of Absences without Pay.....	12
Section 2. Veterans Rights and Benefits.....	12
Section 3. Reserve Training.....	13
ARTICLE 17. GRIEVANCE PROCEDURE.....	13
Section 3. Procedure.....	13
Section 4. Steps.....	13
ARTICLE 18. SENIORITY.....	14
ARTICLE 19. JOB VACANCIES, NEW JOBS CREATED.....	14
ARTICLE 20. JOB REDUCTION.....	15
ARTICLE 21. DISCHARGE.....	15
ARTICLE 22. TERMINATIONS.....	16
ARTICLE 23. GENERAL PROVISIONS.....	16
Section 6. Labor Management Meetings.....	16
Section 8. Supervisory Training Responsibilities.....	16
ARTICLE 24. DURATION OF AGREEMENT.....	17

THIS AGREEMENT made and entered into on this 1st day of January, 2019 by and between the Board of Chosen Freeholders of the County of Passaic and Preakness Healthcare Center (hereafter “Employer”), with its principal place of business located at 401 Grand Street, Paterson, New Jersey 07505 and Local 2522, American Federation of State, County, and Municipal Employees (hereafter “Union”), with its principal place of business located at 1099 Wall Street West, Lyndhurst, New Jersey 07071, 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, and all other Supervising Personnel in Preakness Healthcare Center.

Article 1. Recognition

The Passaic County Board of Chosen Freeholders 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, Housekeeping Supervisor 2, Assistant Admitting Officer, Principal Store Keeper, Supervisor of Accounts, Management Assistant, Coordinator of Safety Programs and all other Supervising Personnel in Preakness Healthcare Center.

Article 2. Union Security

Section 1. The Employer agrees it will provide the following in form of Union security:

- a. All present employees who are members of the Union on the effective date of this Agreement can remain members of the Union in good standing by payment of the regular monthly dues.
- b. At the time of hire employees whose job title falls in the Union will be informed that they are eligible to join the Union within thirty (30) days.
- c. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer assumes no obligation, financial or otherwise.

Section 2. The Employer will notify the Union of newly hired employees within fifteen (15) days of his/her starting date.

Section 3. In the event the County sells, conveys, assigns, or transfers its operation of Preakness Healthcare Center to another employer, or acquires, merges, and/or affiliates with another employer within the State of New Jersey, the County will give the Union thirty (30) days’ notice prior to the culmination of any event described above.

Article 3. Check-Off Union Fees

Section 1. Payroll Deduction.

- a. 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.A. 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.
- b. 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. Workplace Democracy Enhancement Act. The County shall comply with all of the conditions and requirements as set forth in N.J.S.A. 34:13A-1, et seq., commonly known as the Workplace Democracy Enhancement Act.

Article 4. Management Rights

Except as modified herein, the Management shall have the right to determine all matters concerning the management and administration of Preakness Healthcare Center, 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. Work Week. The normal work week shall consist of eight (8) consecutive hours per day, five (5) consecutive days per week, Monday through Friday.

- a. 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 ½) 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.

- b. Any employee who works on Saturday shall automatically be paid one and one half (1 ½) times his/her regular rate of pay.

Section 2. Work Week for Dietary Department, 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 ½) times the regular rate of pay on the sixth (6th) consecutive day and the rate of two (2) times the regular rate of pay on the seventh (7th) consecutive day. Any supervisory employee not currently assigned to work both Saturday and Sunday may not be scheduled to work, except on a rotating weekend basis.

Section 3. Overtime. 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 ½) times the employees regular rate of pay.

- a. *Monday through Friday.* Any employee who works on Saturday shall be paid one and one half (1 ½) times the employee's regular rate of pay. Any employee who works on Sunday shall be paid two (2) times the employees regular rate of pay.
- b. *Tuesday through Saturday.* Any employee who works on Sunday shall be paid one and one half (1 ½) times the employee's regular rate of pay. Any employee who works on Monday shall be paid two (2) times the employees regular rate of pay.
- c. *Sunday through Thursday.* Any employee who works on Friday shall be paid one and one half (1 ½) times the employee's regular rate of pay. Any employee who works on Saturday shall be paid two (2) times the employees regular rate of pay.
- d. The Tuesday through Saturday and Sunday through Thursday work week is for employees hired after October 1, 1989.

Section 4. No employee in the Bargaining Unit shall be assigned to compensatory time off in lieu of pay without approval of the Local 2522 Staff Representative.

Section 5. Any half (1/2) hour lunch shall be included in the eight (8) hours and seven (7) hours per day.

Section 6. The employees shall continue to receive coffee breaks as per past practice.

Section 7. 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 ½) 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 ½) hours per one (1) worked after eight (8) hours.

Section 8. 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 ½) 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 ½) 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 9. 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 Agreement shall work more than sixteen (16) hours in any given day, which excludes snow removal emergency work.

Section 10. 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 11. 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 within two (2) hours with no loss of pay.
- b. The Parties 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/her option, can take his/her regular eight (8) hour shift off with pay and without the Healthcare Center deducting any time off provision contained in this Agreement.

Section 12. 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 layoff due to a reduction in force.

Section 13. Effective January 1, 2005, employees agree to work two (2) full weekends, five (5) hours on Saturday and five (5) hours on Sunday, per calendar year. In lieu of compensation, employees will be granted time off from work for eight (8) hours for each weekend day worked. Said time is to be taken off in the quarter of the 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 (2) days off within the quarter that the weekend work is

performed, subject to staffing. Employees will schedule said weekend work and days off in advance with the Preakness Healthcare Center Administration.

Section 14. All Bargaining Unit members may, with prior approval of the Executive Director, work a flex time shift to enable for proper supervision and management. This is not intended to be used to excuse late time.

Section 15. Work Week for Rehabilitation Department. The work week for the Rehabilitation Department hired after April 1, 2012 will be as follows:

- a. Full time employees work every other weekend;
- b. Part time employees work every weekend; and
- c. The typical work day for full time employees is from 9:00 AM to 5:00 PM. Full time employees will receive a half hour (1/2) lunch break and fifteen (15) minute morning break.

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 ten (10) consecutive days or more. Out of classification pay to begin on the eleventh (11th) day.

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

Section 3. The provisions in Article 6, Section 1 and Article 6, Section 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 (4) weeks' salary equivalency. When a demotion takes place within the same Bargaining Unit, the employee will receive the same rate of pay for two (2) weeks.

Article 7. Longevity

Section 1. Longevity pay shall be determined by length of employment as follows each year of the Agreement and shall be paid on the anniversary date at the following longevity schedule:

- 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.

Section 2. Longevity benefits for all newly hired County employees as of October 15, 1993 shall be calculated for County 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.

Section 4. Longevity will be eliminated for all employees hired after January 1, 2008.

Article 8. Holidays

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 | Election Day |
| Martin Luther King's Birthday | Veterans Day |
| Presidents' Day | 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 |
| Columbus Day | |

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.

- a. Employees who work on any of the above holidays shall be compensated at one and one-half (1 ½) 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 employee's regular rate of pay for the first eight (8) hours.
- b. 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 Preakness 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.

- a. If a holiday falls on Saturday, it shall be celebrated on Friday. If a Holiday falls on Sunday, it shall be celebrated on Monday.
- b. 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 Independence Day, 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 day's entitlement as follows:

	1 day per month for the first year.
1 – 5 years	12 working days per year.
6 – 10 years	15 working days per year.
11 – 15 years	18 working days per year.
16 – 20 years	20 working days per year.
21 years & over	22 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. 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.

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 3. The vacation schedules shall be emailed to employees from the Employer no later than April 30th of each year of the Agreement. In preparing the vacation schedule, the Employer shall 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 an inspection by the State of New Jersey. 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.

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. Proof of Illness.

- a. Any employee may be, at the discretion of the Employer, required to present a doctor's statement as proof of illness.
- b. The Employer may ask for a doctor's note for excessive or pattern absenteeism.

Section 3. Upon retirement from the County, employees shall be paid for unused sick leave at the rate of fifty percent (50%) for each day accumulated, to a maximum of twelve thousand dollars (\$12,000.00). 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 4. Workers' Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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. Personal leave must be with the approval of the Employer. An employee earns one (1) personal day every four (4) months.

Article 12. Bereavement Leave

Employees are entitled to four (4) consecutive calendar days leave of absence for the death of an employee's immediate relative. Immediate relative includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt or any person related by blood or marriage residing in an

employee's household. Employees are paid for all working days during the Bereavement Leave. One (1) day bereavement pay shall be given in case of death of any other relative.

Employees may be asked for proof at the discretion of the Personnel Department or Administration. Bereavement Leave shall not extend beyond four (4) consecutive calendar days immediately following the death of a family member unless approved by the County Administrator.

Article 13. Jury Duty

County employees are encouraged to fulfill their civic duty and serve as a juror when summoned by the courts. An employee required to render jury service shall be entitled to be absent from work during that service and will be paid their usual pay for each required day of jury service. If an employee is notified prior to the date of service that they are not required to report to the court, that employee must report to work. Employees summoned to jury duty should notify their supervisor as soon as possible but not later than one (1) week of receiving notice.

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

Article 14. Non-Cash Benefits

Section 1. Health Benefits.

- a. The County agrees to provide Medical/Healthcare Centerization Insurance as outlined in the current Passaic County Employee Health Benefits Booklet. Life insurance and dental insurance for the employee only will remain as is presently in effect. During the term of this contract, there shall be no diminution of these benefits. Unit employees shall make contributions toward the cost of their health insurance coverage in an amount set forth pursuant to PL 2011 C. 78, and any amendments thereto. Employees shall make healthcare contributions pursuant to the Health Benefit Contribution Schedule "Year 4" column attached to this Agreement as **Exhibit B.**
- b. An employee's co-pay and out of pocket expenses are according to the health plan selected by same.
- c. *Prepaid Prescription.* The County will furnish at its own cost a prepaid prescription plan effective July 1, 1992. The co-pay under this plan shall be five dollars (\$5.00) for generic drugs and ten dollars (\$10.00) for brand name drugs. Mail order generic drugs shall have a co-pay of ten dollars (\$10.00) per prescription for a three (3) month supply. Mail order brand name drugs shall have a co-pay of twenty dollars (\$20.00) per prescription for a three (3) month supply. The coverage shall include family members.
- d. *Health Coverage.* Part time employees must work a minimum of twenty four (24) hours to be entitled to single medical coverage, and other privileges on a prorated basis. Employees transferred from full time to part time employment as of January 1, 1995 will receive single coverage.
- e. *This section is intentionally deleted.*

- f. If the County provides any other health benefit to any of their employees, Union employees shall receive those benefits without reopening the contract. 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.
- g. The County will provide a four thousand dollar (\$4,000.00) life insurance policy to all employees in the Union.
- h. The Union and County agree to negotiate in their successor contract changes in the County's health insurance plans, which would include changes in deductibles and the implementation of co-pays.

Section 2. The County agrees to abide by the federal Family and Medical Leave Act and the New Jersey Family Leave Act.

Section 3. Unit employees shall make contributions toward the cost of their health insurance coverage in an amount set forth pursuant to PL 2011 C. 78, and any amendments thereto.

Section 4. New employees hired November 13, 2015 shall not be entitled to enroll in the County's Traditional Healthcare Plan.

Section 5. New employees hired after November 13, 2015 shall not be entitled to lifetime benefits upon retirement.

Section 6. The reimbursement for out-of-network charges on the County's traditional healthcare plan shall be paid at 150% of the Medicare Rate.

Article 15. Wages

Section 1. Wages.

- a. *This section is intentionally deleted.*
- b. Employees covered under this Agreement shall receive the following salary increases:
 - i. Effective January 1, 2019, a two and one quarter percent (2.25%) cost of living adjustment, with no movement on the Salary Guide;
 - ii. Effective January 1, 2020, a two and one quarter percent (2.25%) cost of living adjustment, with no movement on the Salary Guide;
 - iii. Effective January 1, 2021, a two and one quarter percent (2.25%) cost of living adjustment, with no movement on the Salary Guide;

- iv. Effective January 1, 2022, a two and one quarter percent (2.25%) cost of living adjustment, with no movement on the Salary Guide; and
 - v. Effective January 1, 2023, a two and one half percent (2.5%) cost of living adjustment, with no movement on the Salary Guide.
- c. *This section is intentionally deleted.*
- d. The Occupational Therapist will be red-circled on Step 7, Level 24, for the in-house title of Director.

Section 2. Salary Guide. The steps on the Salary Guide shall be frozen for the duration of the Agreement.

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 the Union will not be entitled to differential pay.

Article 16. Miscellaneous Benefits

Section 1. Leaves of Absences 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. 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. 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 Employee 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 Union 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 20. 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 21. 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 22. 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 23. 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. Meetings will be held bi-monthly and/or as needed.

Section 7. All employees required by the Executive Director to wear a cell phone during their off duty hours shall receive a stipend of seven hundred (\$700.00) dollars for the responsibility of carrying said cell phone. Cell phone compensation will be pro-rated as necessary. The base monthly charges will be paid for the Chief Security Guard's personal cell phone.

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 Nursing facility policy.

Section 9. All employees in the Union who are approved to receive a clothing allowance pursuant to **Exhibit C** shall receive the following stipend on the first pay period in February of each year of the Agreement:

2019	-	\$260.00
2020	-	\$280.00
2021	-	\$300.00
2022	-	\$300.00
2023	-	\$300.00

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 County shall reimburse all employees in the bargaining unit for any and all professional organizational dues and recertification with Administration approval. If the Employer requires an employee to attend a seminar or program, the Employer will pay reasonable preapproved 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 County agrees to reimburse all employees in the Union for up to twelve (12) 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 D** 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. *This section is intentionally deleted.*

Section 18. The two (2) members of the Union who are elected Delegate and Alternate Delegate shall be permitted to attend any function of the International Union, Council, or other body in which it is affiliated, with pay, for a maximum of fifteen (15) days per each year of the Agreement.

Section 19. Provisional employees will be made permanent in Civil Service job titles as per Civil Service regulations.

Section 20. Retirees will receive medical benefits as set forth by the Board of Chosen Freeholders in Resolution R-09-488 adopted June 9, 2009.

Section 21. The County at its sole discretion can change from a bi-weekly payroll to a bi-monthly payroll.


Article 24. Duration of Agreement

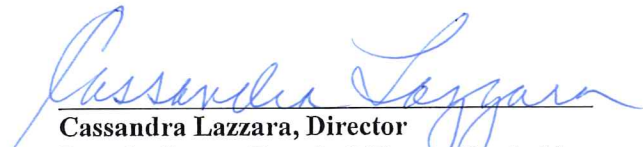
This Agreement shall become effective on January 1, 2019 and shall continue in full force and effect until December 31, 2023 and shall automatically renew itself from year to year thereafter, unless either the Parties is given notice in writing at least ninety (90) days prior to the expiration date to 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 cause these presents to be signed by their proper officials and duly considered officials, this _____ day of _____ 2019.

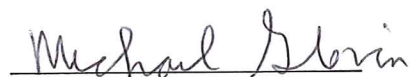
Attest:

COUNTY OF PASSAIC



Louis I. Imhof, Clerk
Board of Chosen Freeholders


Cassandra Lazzara, Director
Passaic County Board of Chosen Freeholders

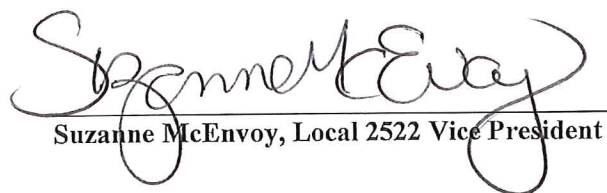
AS TO FORM AND LEGALITY:

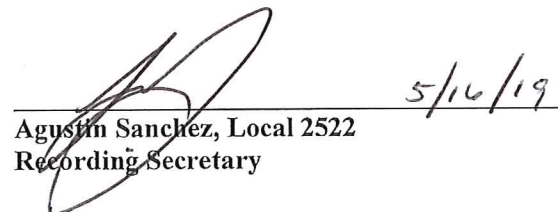

Michael Glovin, Esq.
Passaic County Counsel

LOCAL 2522, AFSCME


Anthony Sangster, Local 2522 President

 5/16/19
Terry Woodrow
Regional Field Service Director
AFSCME Council 63


Suzanne McEnvoy, Local 2522 Vice President

 5/16/19
Agustin Sanchez, Local 2522
Recording Secretary

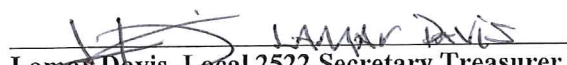

Lamar Davis, Local 2522 Secretary Treasurer

EXHIBIT A

LEVEL	18	AFSCME 2522	SALARY GUIDE																
			01/01/2019 to 12/31/2023																
TITLES			Increase		2019	2020	2021	2022	2023	NO MOVEMENT ON STEPS									
			2.25%	2.25%	2.25%	2.25%	2.25%	2.50%											
			STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
LEVEL 18	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
	Supervisor																		
	Assistant Admitting Officer																		
	Housekeeping Supervisor 2																		
	Management Assistant																		
	56492	02852	06457	01534	NO MOVEMENT ON STEPS														
	Supervisor Food Service																		
	01534	Dietitian	(R.D. not required)																
	Starting																		
	Step																		
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			
1/1/2018	\$47,646	\$49,888	\$52,127	\$54,258	\$56,373	\$58,506	\$60,605	\$62,703	\$64,857	\$65,993	\$67,146	\$68,323	\$69,518	\$70,735	\$71,972	\$72,528			
1/1/2019	\$48,718	\$51,010	\$53,300	\$55,479	\$57,641	\$59,822	\$61,969	\$64,114	\$66,316	\$67,478	\$68,657	\$69,860	\$71,082	\$72,327	\$73,591	\$74,160			
1/1/2020	\$49,814	\$52,158	\$54,499	\$56,727	\$58,938	\$61,168	\$63,363	\$65,556	\$67,808	\$68,996	\$70,202	\$71,432	\$72,682	\$73,954	\$75,247	\$75,828			
1/1/2021	\$50,935	\$53,332	\$55,725	\$58,003	\$60,264	\$62,545	\$64,789	\$67,031	\$69,334	\$70,549	\$71,781	\$73,039	\$74,317	\$75,618	\$76,940	\$77,535			
1/1/2022	\$52,081	\$54,532	\$56,979	\$59,309	\$61,620	\$63,952	\$66,246	\$68,540	\$70,894	\$72,136	\$73,396	\$74,683	\$75,989	\$77,319	\$78,671	\$79,279			
1/1/2023	\$53,383	\$55,895	\$58,404	\$60,791	\$63,161	\$65,551	\$67,902	\$70,253	\$72,666	\$73,939	\$75,231	\$76,550	\$77,889	\$79,252	\$80,638	\$81,261			

LEVEL	21	AFSCME 2522	SALARY GUIDE																																						
			01/01/2019 to 12/31/2023																																						
		Supervisor								Increase	2019	2020	2021	2022	2023																										
TITLES	01790	Executive Housekeeper								2.25%																															
										2.25%																															
										2.25%																															
										2.50%																															
											NO MOVEMENT ON STEPS																														
	LEVEL 21	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15	STEP 16																								
	1/1/2018	\$53,252	\$57,072	\$59,481	\$61,930	\$64,377	\$66,816	\$69,109	\$71,396	\$73,805	\$75,097	\$76,412	\$77,748	\$79,108	\$80,493	\$81,901	\$82,457																								
	1/1/2019	\$54,450	\$58,356	\$60,819	\$63,323	\$65,825	\$68,319	\$70,664	\$73,002	\$75,466	\$76,787	\$78,131	\$79,497	\$80,888	\$82,304	\$83,744	\$84,312																								
1/1/2020	\$55,675	\$59,669	\$62,188	\$64,748	\$67,307	\$69,857	\$72,254	\$74,645	\$77,164	\$78,514	\$79,889	\$81,286	\$82,708	\$84,156	\$85,628	\$86,209																									
1/1/2021	\$56,928	\$61,012	\$63,587	\$66,205	\$68,821	\$71,428	\$73,880	\$76,324	\$78,900	\$80,281	\$81,687	\$83,115	\$84,569	\$86,049	\$87,555	\$88,149																									
1/1/2022	\$58,209	\$62,384	\$65,018	\$67,695	\$70,369	\$73,035	\$75,542	\$78,042	\$80,675	\$82,087	\$83,525	\$84,985	\$86,472	\$87,986	\$89,525	\$90,132																									
1/1/2023	\$59,664	\$63,944	\$66,643	\$69,387	\$72,129	\$74,861	\$77,430	\$79,993	\$82,692	\$84,139	\$85,613	\$87,110	\$88,633	\$90,185	\$91,763	\$92,386																									

LEVEL	22	AFSCME 2522	SALARY GUIDE																							
			01/01/2019 to 12/31/2023																							
		Supervisor									Increase															
											2.25%	2019														
											2.25%	2020														
											2.25%	2021														
											2.25%	2022														
											2.50%	2023														
											NO MOVEMENT ON STEPS															
		Starting																								
		Step																								
		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16									
1/1/2018	\$55,681	\$59,611	\$62,188	\$64,761	\$67,283	\$69,669	\$72,074	\$74,502	\$76,989	\$78,608	\$79,707	\$81,101	\$82,521	\$83,966	\$85,435	\$85,992										
1/1/2019	\$56,934	\$60,952	\$63,587	\$66,218	\$68,797	\$71,237	\$73,696	\$76,178	\$78,721	\$80,377	\$81,500	\$82,926	\$84,378	\$85,855	\$87,357	\$87,927										
1/1/2020	\$58,215	\$62,324	\$65,018	\$67,708	\$70,345	\$72,839	\$75,354	\$77,992	\$80,492	\$82,185	\$83,334	\$84,792	\$86,276	\$87,787	\$89,323	\$89,905										
1/1/2021	\$59,525	\$63,726	\$66,481	\$69,231	\$71,928	\$74,478	\$77,049	\$79,645	\$82,304	\$84,034	\$85,209	\$86,699	\$88,217	\$89,762	\$91,333	\$91,928										
1/1/2022	\$60,864	\$65,160	\$67,977	\$70,789	\$73,546	\$76,154	\$78,783	\$81,437	\$84,155	\$85,925	\$87,126	\$88,660	\$90,202	\$91,782	\$93,388	\$93,996										
1/1/2023	\$62,386	\$66,789	\$69,676	\$72,559	\$75,385	\$78,058	\$80,752	\$83,473	\$86,259	\$88,073	\$89,305	\$90,866	\$92,457	\$94,076	\$95,722	\$96,346										

LEVEL	23	AFSCME 2522	SALARY GUIDE	01/01/2019	to	12/31/2023										
		Supervisor		Increase												
				2.25%												
				2.25%												
TITLES				2.25%												
	02565	Occupational Therapist	(per MOA dated 4/1/2012)	2.25%												
	02671@	Physical Therapist	(per MOA dated 4/1/2012)	2.25%												
	03969	Supervisor of Accounts		2.50%	2023											
													NO MOVEMENT ON STEPS			
LEVEL 23	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1/1/2018	\$58,222	\$62,337	\$66,038	\$67,732	\$70,372	\$72,887	\$75,398	\$77,938	\$80,551	\$81,962	\$83,083	\$84,855	\$86,340	\$87,851	\$89,388	\$89,945
1/1/2019	\$59,532	\$63,740	\$66,501	\$69,256	\$71,955	\$74,527	\$77,094	\$79,692	\$82,363	\$83,806	\$84,952	\$86,764	\$88,283	\$89,828	\$91,399	\$91,969
1/1/2020	\$60,871	\$65,174	\$67,998	\$70,814	\$73,574	\$76,204	\$78,829	\$81,485	\$84,217	\$85,692	\$86,864	\$88,716	\$90,269	\$91,849	\$93,456	\$94,038
1/1/2021	\$62,241	\$66,640	\$69,528	\$72,408	\$75,230	\$77,918	\$80,603	\$83,318	\$86,111	\$87,620	\$88,818	\$90,713	\$92,300	\$93,915	\$95,558	\$96,154
1/1/2022	\$63,641	\$68,140	\$71,092	\$74,037	\$76,922	\$79,672	\$82,416	\$85,193	\$88,049	\$89,591	\$90,817	\$92,754	\$94,377	\$96,028	\$97,709	\$98,317
1/1/2023	\$65,233	\$69,843	\$72,869	\$75,888	\$78,846	\$81,663	\$84,477	\$87,323	\$90,250	\$91,831	\$93,087	\$95,072	\$96,736	\$98,429	\$100,151	\$100,775

LEVEL	AFSCME 2522	SALARY GUIDE																01/01/2019 to 12/31/2023					
24	Supervisor																					Increase	2019
																						2.25%	2020
																						2.25%	2021
																						2.25%	2022
																						2.50%	2023
	10249 Admitting Officer																					NO MOVEMENT ON STEPS	
	01599 Director of Food Services																					(per MOA dated 4/1/20*2)	
	04766 Speech Pathologist																					(per MOA dated 4/1/12-Red Circle at Step 7 no progression COLA only for incumbent)	
	07603 Supervising Dietitian (Head Dietitian)																					(Occupational Therapist moved to Level 23 with new incumbent)	
	02565 Occupational Therapist (Director Rehab)																						
	Starting																						
	Step																						
LEVEL	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16							
1/1/18	\$78,860	\$84,175	\$87,708	\$91,254	\$94,786	\$98,337	\$101,875	\$105,416	\$109,370	\$111,283	\$113,233	\$115,213	\$117,229	\$119,280	\$121,367	\$124,923							
1/1/19	\$80,624	\$86,069	\$89,681	\$93,307	\$96,919	\$100,550	\$104,167	\$107,788	\$111,831	\$113,787	\$115,781	\$117,805	\$119,867	\$121,964	\$124,098	\$124,666							
1/1/20	\$82,438	\$88,005	\$91,699	\$95,407	\$99,099	\$102,812	\$106,511	\$110,213	\$114,347	\$116,347	\$118,366	\$120,456	\$122,564	\$124,708	\$126,890	\$127,471							
1/1/21	\$84,293	\$89,986	\$93,762	\$97,563	\$101,329	\$105,125	\$108,907	\$112,693	\$116,920	\$118,965	\$121,049	\$123,166	\$125,321	\$127,514	\$129,745	\$130,339							
1/1/22	\$86,190	\$92,010	\$95,872	\$99,748	\$103,609	\$107,491	\$111,358	\$115,228	\$119,551	\$121,642	\$123,773	\$125,937	\$128,141	\$130,383	\$132,664	\$133,272							
1/1/23	\$88,344	\$94,311	\$98,269	\$102,242	\$106,199	\$110,178	\$114,142	\$118,109	\$122,539	\$124,683	\$126,867	\$129,086	\$131,345	\$133,643	\$135,981	\$136,604							

EXHIBIT B

Appendix A – Health Benefit Contribution Schedules (3 of 3)

MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

EXHIBIT C

Staff working in the following titles will receive a clothing allowance as per Article 23, Section 9:

- Asst. Hospital Maintenance Supervisor
- Chief Security Guard
- Director of Food Services
- Executive Housekeeper
- Head Cook
- Hospital Maintenance Supervisor
- Housekeeping Supervisor 2
- Occupational Therapist
- Physical Therapist
- Principal Storekeeper
- Recreation Supervisor
- Supervising Dietician*
- Supervisor Food Services

*Note: this does not include the Director of Clinical Nutrition.

EXHIBIT D

PREAKNESS HEALTHCARE CENTER INCLEMENT WEATHER POLICY

Weather variations may cause Administration to evaluate travel conditions for employees and determine whether or not specific consideration be given to absentee days as well as late arrival of employees.

Predicated on this information, Preakness Healthcare Center has developed an Inclement Weather Policy for its employees.

POLICY

- I. It is expected that all employees will conform to Preakness Healthcare Center procedure regarding their work schedules and time of arrival.
- II. If weather conditions change, it should not be automatically assumed that the day may be considered a "bad (inclement) weather day." The decision for such remains the prerogative of the Executive Director and/or his/her designee.
- III. If employee absences become greater on a particularly bad weather day, the supervisor should contact Administration regarding appropriate action. If Administration is present in Preakness Healthcare Center an immediate decision will be given. If weather conditions are such to warrant a decision and Administration is not at Preakness Healthcare Center, the supervisor will contact the Administrator on-call for instruction.
 - a. Sick time will not be considered an acceptable absence unless the illness is substantiated by a note from a physician.
 - b. Holiday/Vacation/Personal Days will not be given, in lieu of sick days, unless such time has been previously scheduled.
 - c. Employees will be expected to come to work and remain at work for the scheduled period of time.
 - d. It will be an administrative decision regarding late arrivals and whether action, if any, should be taken, as well as whether or not considerations can be given to excuse late time.

Administration reserves the right to revise this policy accordingly in the case of severe inclement weather.