

COLLECTIVE BARGAINING AGREEMENT

Between

PREAKNESS HEALTHCARE CENTER
(REGISTERED NURSES &
LICENSED PRACTICAL NURSES)

and

DISTRICT 1199J
NATIONAL UNION OF HEALTHCARE CENTER

and

HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO

January 1, 2004 - December 31, 2006

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AGREEMENT made and entered into this day of _____, 2004, by and between the BOARD OF CHOSEN FREEHOLDERS of PASSAIC COUNTY (hereinafter referred to as the “Employer”) and DISTRICT 1199J, NATIONAL UNION OF HEALTHCARE CENTER AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO, with its offices at 9-25 Alling Street, 3rd Floor, Newark, NJ 07102 (hereinafter referred to as the “Union”), acting herein on behalf of the Employees of said Employer at Preakness Healthcare Center, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the “Employees”.

WITNESSETH

WHEREAS, the Employer recognizes the Union as the Collective Bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties here that this Agreement promote and improve the mutual interests of the patients of the Employer, as well as of its Employees, and to avoid interruptions and interferences with services to patients and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION - THE COLLECTIVE BARGAINING UNIT

1(a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time Licensed Practical Nurses and Registered Nurses employed by Preakness Healthcare Center.

(b) Excluded are supervisory, confidential, executive and managerial Employees, physicians, dentists, clerical employees, craft employees, service employees and police, students whose performance of work at the Employer is a part of the educational course of study such students are pursuing, part-time employees who work a total of one-fifth (1/5) of the regular full-time work week or less for the job classifications in which they work, and temporary employees as defined herein.

2(a) It is agreed that this contract shall apply and continue in full force and effect at any location to which the Employer may move within the County of Passaic. It is further agreed that this contract shall apply to any new or additional facilities of the Employer and under its principal direction and control within Passaic County.

2(b) In the event the Employer sells, conveys, assigns or transfers its operation to another Employer, acquires, merges, and/or affiliates with another Employer within the State of New Jersey, the Employer will give the Union thirty (30) days notice prior to the culmination of any event described above.

3. Whenever the word "Employee" is used in this Agreement it shall be deemed to mean any person holding a position in the service of the public employer in the bargaining unit covered by this Agreement, as defined in Article I, Section 1 hereof.

4. At the time a new Employee subject to this Agreement is hired, the Employer

shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Articles II and III of this Agreement.

5. Part-time Employees are defined as those Employees working half-time hours of regular full-time Employees.

ARTICLE II

UNION SECURITY

1. All present Employees covered by this Agreement may join the Union and become members of the Union.

2. All future Employees may become members of the Union. The Employer shall in no way interfere with the solicitation of each membership nor discourage the same.

3. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues uniformly required as a condition of membership.

4. Whenever an Employee who falls within the bargaining unit fails to become a member of the Union, he/she shall pay to the Union a monthly service fee equal to eighty-five (85%) of the monthly membership dues less cost of benefits financed through dues for the various services provided him/her by the Union subject to compliance with the applicable statute.

5. Each newly hired Employee or Employee on the payroll at present shall, within thirty (30) days after his/her date of hire or thirty (30) days after the signing of this Agreement, whichever is later, either become a member of the Union or pay a monthly service charge in an amount equal to eighty-five (85%) of the monthly membership dues less cost of benefits financed through dues as a condition of employment subject to compliance with the applicable statute.

6. It is specifically agreed that the Employer assumes no obligations financial or otherwise arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from dues deductions made by the Employer hereunder. Once the funds are

remitted to the Union, their disposition thereafter shall be the sole and exclusive obligations and responsibility of the Union.

ARTICLE III

CHECK-OFF

1. Upon receipt of a written authorization from an Employee who has completed three (3) months of employment, in the form annexed hereto as Exhibit A, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee and remit to the union regular monthly dues as fixed by the Union, together with a list of all Employees from who dues have been deducted.

2. The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work or (d) an agreed leave-of-absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding (a), (b), (c) and (d) above, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deduction for terminated Employees shall be governed by paragraph 1 hereof.

3. The Employer shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

4. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an Employee arising from dues deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE IV

NO DISCRIMINATION

The parties agree to abide by all State and Federal laws prohibiting discrimination.

ARTICLE V

UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

1. No Employee shall engage in any Union activity, including the distribution of literature, which could interfere with the performance of work during his/her working time or in working areas of the Employer at any time, except as provided in Article XXVII.

2. A representative of the Union shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union and/or Employees for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter a department of the Employer for this purpose, he/she shall first advise the Healthcare Center Administration or his/her designee in person, as the Employer shall state. A delegate intending to go to a department other than the one he/she represents shall follow the above procedure. Such visits shall not interfere with the operation of the Employer.

3. The Employer shall provide space for Bulletin Board(s), which shall be used for the purpose of posting proper Union notices. Such Bulletin Board shall be placed in each unit of the Healthcare Center, conspicuously and at places readily accessible to workers in the course of employment. Copies of material posted on said Bulletin Boards shall be given to the Administration or his/her designee prior to posting.

4. The work schedules of Employees elected as Union Delegates shall be adjusted to permit attendance at regular delegate assembly meetings providing Employer operations shall not be impaired. The Union shall give advance notice of the meeting schedule of delegate meetings.

ARTICLE VI

PROBATIONARY EMPLOYEES

1. Newly hired Employees (full-time) shall be considered probationary for a period of three (3) months from the date of employment, excluding time lost for sickness and other leaves-of-absence.

2. The Probationary period for a part-time Employee whose regularly scheduled hours are eighty (80) hours or less per month shall be twice the length of the probationary period of full-time Employees.

3. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VII

TEMPORARY EMPLOYEES

1. A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an Employee on leave or vacation. The said three (3) month period may be extended by the Employer at its option up to an additional three (3) months or for the length of the leave of the Employee being replaced, whichever is greater.

2. Temporary employees will receive holiday pay the same manner as regular Employees.

3. After three (3) months, temporary employees will begin to accrue vacation and sick leave beginning with the first day of the fourth month of employment.

4. A temporary employee who has been employed three (3) months or longer shall be treated as a regular Employee for the purpose of filling vacant or available permanent positions for which the Employee is immediately qualified. A temporary Employee who is retained as a temporary employee after the initial three (3) month period shall be entitled, when replaced by the returning Employee, to bump an Employee with less classification seniority, subject, however, to sub-section 7(b) of Article VIII.

ARTICLE VIII

SENIORITY

1. **Definition:**

(a) Healthcare Center seniority is defined as the length of time an Employee has been continuously employed in any capacity in the institution.

(b) Classification seniority shall be defined as the length of time an Employee has worked continuously in a specific job classification within a department.

2. **Accrual:**

(a) An Employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

(b) Healthcare Center seniority shall accrue during a continuous authorized leave-of-absence without pay up to six (6) months or for the period of maternity leave, provided that the Employee returns to work immediately following the expiration of such leave-of-absence; during an authorized leave-of-absence with pay; during a period of continuous layoff not to exceed the limit provided in Civil Service Statute or the length of an Employees continuous employment, if the Employee is recalled into employment; and during a sick leave of up to six (6) months or as provided in Civil Service Statute.

(c) Classification seniority shall accrue during the periods specified in (b) above and during the time an Employee works in a specific job classification.

(d) Temporary Employees, as defined in Article VII, shall have no seniority during the first three (3) months they occupy the status of temporary employees, but if employed longer than three (3) months or should any temporary employee become a permanent Employee, then his/her seniority shall be retroactive to the date of employment.

(e) Part-time Employees who are regularly scheduled to work half-time or eighty (80) hours or less per month shall accrue seniority at one-half (1/2) the regular basis.

3. **Loss of Seniority:** An Employee's seniority shall be lost when he/she:

(a) Terminates voluntarily

(b) Is discharged for cause

(c) Willfully exceeds an official leave-of-absence

(d) Is laid off for a period as referred to in Article VIII, Section 2(b).

(e) Fails to respond to a recall from layoff, within three (3) days after the Employer has sent notice to him/her to return by letter or telegram to the last address furnished to the Employer by the Employee, unless the Employee has a valid reason for inability to respond.

4. Seniority will be frozen during an unpaid leave-of-absence.

5. **Application:**

(a) Healthcare Center seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

(b) Classification seniority shall apply in lay-off and recalls and for scheduling of vacation as herein provided.

(c) In order to maintain a seniority list the Employer agrees to furnish the Union each month with the names of newly hired Employees, their addresses, social security numbers, classification of work, their dates of hire, and names of terminated Employees, together with their dates of termination, and names of Employees on leave-of-absence.

6. **Layoff:**

(a) In accordance with Civil Service Procedures, in the event of a layoff within a job classification, temporary and probationary Employees within that job classification shall be laid

off first without regard to their individual periods of employment. Permanent Employees shall be next to be laid off on the basis of their classification seniority.

(b) If a part-time Employee has greater full-time equivalent seniority than a full-time Employee in the same classification who is to be laid off, the part-time Employee must be willing to accept full-time employment to continue working.

7. **Recall:**

(a) In accordance with Civil Service Procedures, whenever a vacancy occurs in a job classification, Employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no Employee in that classification has recall rights, then the laid off Employee with the most Healthcare Center seniority will be recalled if he/she has the ability to do the work and if not, the next senior Employee will be recalled, and so on.

(b) Probationary Employees who have been laid off have no recall privileges.

(c) A permanent part-time Employee on layoff shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

8. (a) It is agreed in principle that for the purpose of applying seniority to recalls and to vacant positions and to layoffs, Employees in job classifications of similar types and requiring similar skills shall be grouped together.

(b) In the event of a layoff of an Employee, there shall occur only one “bump” in the Institution. The only Employee who may be bumped by the Employee originally scheduled to be laid off, shall be the Employee with the least classification seniority. This is provided the Employee has held the lower position permanently for at least one (1) year.

9. **Promotions:**

(a) Where a promotional vacancy in a bargaining unit job occurs, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to bargaining unit Employees for a period of not less than three (3) working days, excluding weekends and holidays, before the vacancy is filled. Where two (2) or more Employees are under consideration for such vacancy, the Employer shall promote the Employee with the greatest seniority, unless as between or among such Employees there is an appreciable difference in their ability to do the job. Where an emergency exists, the Employer may dispense with the posting requirements. Disputes under this provision shall be subject to the grievance and arbitration provisions of the Agreement.

(b) An Employee who is promoted shall, upon promotion, receive an increase equal to the adjustment up to the new level plus being moved up to the nearest higher step in the new level.

(c) An Employee who is promoted shall serve the same probationary period on the new job as a new hire. If he/she is removed from the new job during the probationary period, he/she shall be returned to his/her former job without loss of seniority or other benefits, excepting that if he/she is discharged, his/her rights shall be subject to Article XXV of this Agreement.

10. **Lateral Transfer:**

Where a vacancy occurs in a bargaining unit job (other than a promotional vacancy), any Employee with a satisfactory work record and with at least one (1) year of service in his/her present job may request, in writing, a transfer to fill such a vacancy, provided that the Employee has the necessary qualifications to perform the job and provided further that such transfer will not unreasonably reduce the operational efficiency of any department. Where two (2) or more

Employees request such transfer in writing, the Employer shall transfer the Employee with the greatest seniority, unless as among such Employees, there is an appreciable difference in their ability to do the job. An Employee receiving such lateral transfer may be limited to one (1) such transfer per year, unless approved by management and such approval shall not be unreasonably denied.

ARTICLE IX

WAGES AND MINIMUMS

1. No Employee shall be hired below the minimum effective rate for his/her classification. The three (3) levels of classification shall be Practical Nurse A., Practical Nurse B (this shall embrace the old Senior Practical Nurse Classification) which indicates a Practical Nurse assigned to work the second or third shift who was hired before April 2, 1996, and Graduate Nurse.

2(a) The minimum rates and schedule of levels and steps and increment increases-in steps for the Employee shall be contained in stipulation (Stipulation 1) annexed hereto.

2(b) Effective January 1, 2001, the length of the first step of the LPN and RN salary guides will be reduced from one (1) year to three (3) months. Employees having more than three (3) months full time service with the County on January 1, 2001, will then move to Step 2. All other steps will continue to be one (1) year steps. Employees having less than three (3) months full time service as of January 1, 2001, will upon the successful completion of their three (3) month full time probationary period move to Step 2.

2(c) All employees in the bargaining unit will receive the following across-the-board increases:

(i) Effective and Retroactive to January 1, 2004, each Employee shall receive an increase of three percent (3.00%) added to their base salary, plus increments.

(ii) Effective January 1, 2005, each Employee shall receive an increase of three percent (3.00%) added to their base salary, plus increments.

(iii) Effective January 1, 2006, each Employee shall receive an increase of three and one-quarter percent (3.25%) added to their base salary, plus increments.

3. All increases are to be across the Board and added to minimum hiring rates.

4. Employees permanently assigned to the Special Care Behavioral Unit shall receive a \$2.00/hour salary increase (on base) based on 48 weeks, retroactive to June 1, 2003. Employees that provide "floating" coverage on the unit shall received the \$2.00/hour salary adjustment for hours worked on the unit.

Longevity adjustment to be paid when due.

5. Salary ranges to be increased across-the-board each year of the collective bargaining agreement.

ARTICLE X

HOURS

1. The regular work week for all full-time Employees shall consist of forty (40) hours per week, eight (8) hours per day. The regular work week for part-time Employees shall not exceed five (5) days. Such hours shall not exceed forty (40) hours per week. Employees shall receive four (4) days off in each two week pay period, except in the event of overtime. The work week shall be Sunday through Saturday.

2. The regular work day for all full-time Employees covered by this Agreement shall consist of the number of hours in the regular work week as above defined, divided by five (5) exclusive of an unpaid lunch period.

3. The Employer shall make a good faith effort to schedule every other weekend off for each full-time and part-time Employee.

4. The basic hours of work under the Agreement are as follows:

(a) Preakness Healthcare Center Unit #1, Unit #2 and Unit #3.

7:00 a.m. to 3:00 p.m.

3:00 p.m. to 11:00 p.m.

11:00 p.m. to 7:00 a.m.

(b) Flex hours will be available to Employees who request same and whose request is approved by the Employer.

5. All employees shall be entitled to one (1) rest period of fifteen (15) minutes each in each working day, as assigned by the Employer to each Employee.

ARTICLE XI

LONGEVITY

1. Employees hired as of September 1, 1989, will have their longevity calculated on the starting step of the appropriate range.

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

2% of regular pay after 7 years of service

4% of regular pay after 10 years of service

6% of regular pay after 15 years of service

8% of regular pay after 20 years of service

10% of regular pay after 25 years of service

Longevity pay adjustments shall be implemented as follows:

(a) Effective September 22, 1998, any employee hired after the agreement is signed will not receive longevity.

(b) Each Employee whose anniversary date falls between January 1st and June 30th shall receive the adjustment to which he/she would have been entitled on his/her anniversary date retroactive to January 1st of that year. Notwithstanding the foregoing, each Employee shall receive the adjustment to which he/she is entitled in the pay period following the Employee's anniversary date.

(c) Each Employee whose anniversary date falls between July 1st and December 31st shall receive the adjustment to which he/she would have been entitled on his/her anniversary date retroactive to July 1st of that year. Notwithstanding the foregoing, each Employee shall receive the adjustment to which he/she is entitled in the pay period following the Employee's anniversary date.

3. Employees, when required to work a higher rated bargaining unit job, shall be paid at the higher rate after one full pay period in each contract year.

4. If it is claimed by the Union that the Employer has instituted a new job classification or substantially modified an existing job classification, the Union may process a claim for a change in the job rate for such classification in accordance with the provisions of Articles XXVII and XXVIII of this Agreement.

ARTICLE XII

OVERTIME

1. Employees shall be paid one and one-half (1 1/2) times their regular pay for authorized time worked in excess of the regular full-time work week for their classification as set forth in Article X, Section 1 and in the case of a regular full-time Employee who is regularly scheduled to work five (5) days per week, for authorized time worked in excess of the regular full-time work day as defined in Article X, Section 2.

2. The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty days, condolence days, and sick leave days. Unpaid absences shall not be considered as time worked.

3. Employees shall be required to work overtime when necessary for the proper administration of the Institution. Overtime shall be divided amongst the Employees wherever practical.

4. There shall be no pyramiding of overtime.

5. Employees on call who are called back to work at other than during their normal working hours shall receive time and one-half (1 1/2) for all such hours worked outside of their normal workday, with a guaranteed minimum of pay for two (2) hours work.

6. Notwithstanding any provisions of this article, required or mandatory overtime shall be governed by New Jersey state law, specifically New Jersey Administrative Codes 8:43E-3.4 and 8:43E-8. These administrative codes contain the regulations for implementing New Jersey's law that bans mandatory overtime for certain direct care and clinical services employees except in "unforeseeable emergent circumstances."

ARTICLE XIII

SHIFTS AND SHIFT DIFFERENTIALS

1. Employees working on shifts who are hired prior to January 1, 1988 and whose straight time working hours fall between 3:00/3:30 p.m. to 11:00 p.m. and 11:00/11:30 p.m. - 7:00/7:30 a.m. shall receive a shift differential of ten (10%) percent of salary including longevity pay.

(a) Effective January 1, 1988 all new Employees on second or third shifts shall receive \$1.10 per hour for R.N.'s and \$.90 per hour for L.P.N.'s.

(b) Effective January 15, 1994, differential for all newly hired employees will be at 90 cents per hour.

(c) Effective September 22, 1998, any employee currently on payroll who changes to the 3-11 or 11-7 shift will receive shift differential. Newly hired Employees hired after September 22, 1998, will not receive shift differential.

2. Employees shall work on the shift, shifts or shift arrangements for which they were hired. The Employer may change an Employee's shift only for good and sufficient reason, and any such change shall apply to the Employee with the least classification seniority, on the shift from which the change is to be made, provided the employee is qualified to do the work.

Whenever the Employee requests a change of shift, approval of such a request shall not be unreasonably withheld if a vacancy exists in the classification in which he/she is then working and if more than one Employee applies, such change shall apply to the Employee with the most classification seniority qualified to do the work. Notwithstanding the foregoing, Employees shall have preference in filling vacancies on another shift in the classification in which he/she is then working over new Employees. Such change of shift shall be limited to one (1) per year unless

approved by management and such approval shall not be unreasonably denied.

3. The foregoing shall not interfere with any training program requiring rotation of shifts.

Day, Thanksgiving Day or Christmas Day, he/she shall be paid at double the rate of pay, and shall in addition receive an additional day off with regular pay within ninety (90) days of the holiday to be arranged with the Employer. If arrangements cannot be made, the Employee will be paid that day's pay.

(c) Effective September 22, 1998, if an Employee is not scheduled to work on any of these eight (8) holidays but is called in, the compensation will be double time (2x).

(d) If a legal holiday falls on an Employee's regularly scheduled day off, the Employee shall receive an additional day's regular pay or day off with regular pay within three (3) months of the holiday, if possible, with mutual agreement between the Employee and his/her supervisor.

(e) If a legal holiday falls during an Employee's vacation, at the option of the Employer, the vacation shall be extended by one (1) day, or the Employee shall receive an extra day's regular pay or a day off with regular pay. In making the determination, the Employer will take into consideration, the Employee's expressed preference.

(f) Part-time Employees must work half the holidays of full-time Employees.

(g) Employees must work the last regularly scheduled workday before and the first regularly scheduled work day after the holiday to be eligible for holiday pay.

3. Employees shall be entitled to the number of "Personal Days" with pay as specified in Section 1 (b) above. Personal Days shall be scheduled in advance, and with the approval of the Employer, provided that the Department Head is notified of such leave at least three (3) days in advance thereof, except in emergency situations. Once scheduled, free days shall not be canceled, except in an emergency. The Employees shall be required to take the personal day during the third of the year in which it is earned.

(a) Effective September 22, 1998, Employees must request, in writing, the nature of the emergency and any days less than three (3) days (72 hours).

ARTICLE XV

VACATIONS

1. Employees shall be entitled to vacations each year with pay as follows:

1 year - 5 years	12 working days vacation per year.
6 years - 10 years	15 working days vacation per year.
11 years - 15 years	18 working days vacation per year.
16 years - 20 years	20 working days vacation per year.
Over 20 years	22 working days vacation per year.

Employees with less than one (1) year of employment shall accrue vacation pay at the rate of one (1) day per month for each complete month of employment providing that the Employee has completed the probationary period.

2. Vacation schedules shall be established taking into account the wishes of the Employees and the needs of the Employer. Where there is a conflict in choice of vacation time among Employees, classification seniority shall prevail.

3. The vacation eligibility year shall be as heretofore mentioned. Each Employee's anniversary date shall be used for vacation purposes.

4. No part of an Employee's scheduled vacation may be charged to sick leave. Vacations shall be taken each year. However, the Employee may carry over one year entitlement with the approval of management. Employees will not be compensated for vacation time not taken.

5. Vacation pay shall be based upon the Employee's regular pay.

6. An Employee shall be paid his vacation pay upon request before starting his vacation. Such pay shall be limited to two (2) weeks, provided such vacation is scheduled at

least four (4) weeks in advance. An Employee may request that the Employer defer vacation pay.

7. An Employee who has quit or who has been discharged or has lost his/her seniority pursuant to the terms of Article VIII and who has not received his/her vacation from work with pay to which he/she is entitled, shall receive a vacation allowance, the amount of which is to be pro-rated on a percentage basis.

ARTICLE XVI

SICK LEAVE

1. Employees shall be entitled to paid sick leave earned at the rate of one and one-quarter (1 ¼) days for each month of employment, after successful completion of probationary period, retroactive to date of hire, up to a maximum of fifteen (15) days per year. Employees, after one (1) or more years of employment with the Employer, shall be entitled to a total of fifteen (15) additional days of sick leave as of the beginning of his/her second and each subsequent year of employment, including the days earned or to be earned in the current sick leave year.

2. Pay for any day of sick leave shall be at the Employee's regular pay.

3. To be eligible for benefits under this Article, an Employee who is absent due to illness or injury must notify his/her supervisor at least two (2) hours before the start of his/her regularly scheduled work day, unless proper excuse is presented for the Employee's inability to call.

4. Employees who have been on sick leave may be required to be examined by the Employer's Health Service physician before being permitted to return to duty. In case of illness on the job, the Employee shall be examined by the Healthcare Center's physician before the Employee is to be sent home if that is necessary.

5. Effective January 1, 2001, those Employees who do not call in sick on any of their regularly scheduled weekends during the course of the calendar year and who finish the year with at least seven and one-half (7 ½) days of their fifteen (15) days sick time will receive a bonus of \$400 payable in January of the following year, not included on base.

ARTICLE XVII

PAID LEAVE

Employees after three (3) months of employment, shall be entitled to be paid leave as follows:

1. An Employee shall be paid his/her regular pay for one (1) working day's absence in the event of the death of his/her grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a member of the immediate household of the Employee. An employee shall be paid his/her regular pay for three (3) consecutive working day's absence in the event of the death of his/her parent, brother or sister. An employee shall be allowed four (4) consecutive working days absence in the event of a death of the Employee's spouse, son or daughter. Such one (1), three (3) or four (4) days must be taken within a reasonable time of the day of death or day of the funeral, but shall not be taken later than one week from the date of death.

(a) Bereavement leave shall not be granted to probationary employees (90-day working test period).

2. All Employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each work day while on jury duty, which shall not include (on-call) jury time when Employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Healthcare Center's management and the Employer may request that the Employee be excused or exempted from such duty if, in the opinion of the Employer, the Employee's services are essential at the time of proposed jury service.

Professional Clinical Leave Days. Time will be granted when the nursing staff is required

to maintain documents and other standards and regulations pursuant to New Jersey Department of Health and Federal Medicaid Regulations. This is in lieu of overtime. As of January 1, 1990, time records will reflect a minimum of three days plus hours not to exceed 16 hours per year. Time not granted by the employer will be carried over to the next year only up to 16 hours. Days may not be carried over without prior approval of Executive Director or his/her designee.

ARTICLE XVIII

UNPAID LEAVE

1. Family Leave - Family leave will be granted for a period not to exceed six (6) months or the length of physical disability, whichever is greater. However, an additional three (3) months may be granted upon request. Such leave shall be in accordance with the New Jersey Family Leave Act and Federal Family and Medical Leave Act.

2. Military Leave - Leaves-of-absence for the performance of duty with the U.S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

3. Union Business - A leave-of-absence for a period not to exceed one (1) year shall be granted to Employees with one (1) or more years of bargaining unit seniority in order to accept a full-time position with the Union, provided such leaves will not interfere with the operation of the Employer.

4. Other Leaves - Leaves-of-absence without pay for other reasons will not be unreasonably denied by the Employer.

5. Unpaid Leaves - While on an unpaid leave of absence, an Employee shall not be entitled to earn holiday pay nor to accrue sick leave time or seniority, except as provided in Article VIII. When an Employee returns to work following an involuntary leave of absence, he/she shall be reinstated to his/her former position with seniority. An Employee who returns to work from a voluntary leave of absence, will be reinstated to his/her former job or another position within the same classification. As a condition of reinstatement following a leave-of-absence for illness, the Employer may require the Employee to receive the approval of the Employer's Health Service.

6. Professional Conferences - Professional workers shall be entitled to attend professional conferences related to their work on a reasonable and non-discriminatory basis to the extent that funds are made available for such purposes within each department in the Institution. Absences pursuant to this provision are subject to the discretion of the department head concerned.

(a) The Healthcare Center shall grant a maximum of two (2) paid days per year, for two (2) Nurses in time only, per year to attend the UNA/District 1199J Convention. Time schedules will be adjusted for the Employee's to attend this convention, at least seventy-five (75) days in advance. Adequate notice must be forwarded to Nursing Management in order to ensure the Healthcare Center's operational needs.

ARTICLE XIX

PAST PRACTICES

1. No classification of Employee shall sustain any loss in condition of employment as practiced heretofore. This shall apply only to Employer policies involving wages, hours and working conditions.

2. The specific past practices shall be set forth in a stipulation (Stipulation II) between the Employer and the Union to be annexed hereto, (it being understood that the listing of such specific past practices shall not be deemed to waive other past practices applicable but not included).

ARTICLE XX

SEVERANCE PAY

At severance of employment, all benefits such as holiday time, pension and accrued vacation time shall be paid. In the event of the death of the Employee, benefits shall be payable to the legal representative of the Employee in accordance with the provisions of the law.

ARTICLE XXI

INSURANCE

1. The Employer shall continue to provide medical hospitalization for each Employee and his/her family and dental plan for each Employee.

2. (a) All Employees shall be covered with the Wrap-Around BC/BS Plan. The Wrap-Around Plan also includes Pre-Admission Review and Catastrophic Case Management.

(b) Prescription. Effective 1/1/94 increase co-pay from \$3.00 to \$5.00. Generic drugs to remain at \$0.00.

3. Life insurance for the Employee will remain as is presently in effect. During the term of this Agreement there shall be no diminution of these benefits.

4. Worker's Compensation as currently provided by the Employer and in accordance with the appropriate law, shall continue to be provided by the Employer. This benefit shall be provided to the Employee from day one of their employment until termination.

5. Part-time Employees covered by this Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro-rata basis. Only full-time Employees shall be covered by life insurance.

6. Part-time Employees must work twenty-four (24) hours per week to be eligible for single health benefits. Employees transferring to part-time who work twenty-four (24) hours per week will be eligible for single health benefits. A part-timer must work a minimum of eighty (80) hours per month to be eligible for benefits.

ARTICLE XXII

TEMPORARY DISABILITY BENEFITS

4. Employees shall receive temporary disability benefits pursuant to N.J.S.A. 34:15-12 or N.J.S.A. 34:15-14.

ARTICLE XXIII

PENSION AND RETIREMENT

The Employer shall continue to provide Employees coverage under the Public Employees Retirement System of New Jersey for the duration of this Agreement.

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

ARTICLE XXIV

UNIFORMS

1. The Employer shall pay the following uniform allowance to Registered Nurses and Licensed Practical Nurses covered in this Agreement.

(a) The payday immediately following July 1, 2004, a sum equal to the total of \$425.00.

(b) The payday immediately following July 1, 2005, a sum equal to the total \$475.00.

(c) The payday immediately following July 1, 2006, a sum equal to the total \$525.00.

(d) Such allowance shall be pro-rated based on the number of creditable months worked in the covered units of Employees.

ARTICLE XXV

MANAGEMENT RIGHTS

1. Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan; direct and to control operations, to discontinue, or reorganize or combine any Department or Branch of operations with any consequent reduction or other changes in the working force; to hire and layoff Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. The Union, on behalf of the Employees, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives.

3. The parties acknowledge and agree that the Employer's obligations under HIPAA may preclude the Employer from disclosing confidential information concerning Employees.

ARTICLE XXVI

RESIGNATION

1. An Employee who resigns shall give the Employer advance notice of two (2) weeks.

2. An Employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued on the effective date of the resignation or termination.

ARTICLE XXVII

DISCHARGE AND PENALTIES

1. The Employer shall have the right to discharge, suspend, or discipline any Employee for cause.

2. The Employer shall notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however, commencing at Step 3 of the grievance machinery.

If the Union notice of contest is given from six (6) to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

3. If the discharge of an Employee results from conduct relating to a patient and the patient does not appear at the arbitration, the arbitrator shall not consider the failure of the patient to appear as prejudicial.

4. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and holidays.

ARTICLE XXVIII

NO STRIKE OR LOCKOUT

1. No Employee shall engage in any strike, picketing, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer.

2. The Union, its officers, agents, representatives and members, shall not in anyway, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statutes, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operation of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer, shall:

(a) Publicly disavow such action by the Employees.

(b) Advise the Employer, in writing, that such action by the Employees has not been called or sanctioned by the Union.

(c) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.

(d) Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing Employees to return to work immediately.

4. The Employer agrees that it will not lock out Employees during the term of this Agreement. However, this shall not prohibit the Employer from exercising its prerogative under this Agreement.

ARTICLE XXIX

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application, performance, termination, or any alleged breach thereof, and shall be processed and disposed of in the following manner:

Step 1. Within one pay period (except as provided in Article XXV), an Employee having a grievance and/or his/her Union delegate or other representative shall take it up with his/her immediate supervisor, the Employee may if he/she desires to, raise a complaint or grievance informally in discussion with his/her immediate supervisor before presenting a formal grievance. The Employer shall give its answer to the Employee and/or his/her Union delegate or other representative within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. When grievances are presented in Step 2, they shall be reduced to writing, signed by the grievant and his/her Union representative, and presented to the grievant's department head or his/her designee. A grievance so presented in Step 2 shall be answered by the Employer in writing within five (5) working days after its presentation.

Step 3. If the grievance is not settled in Step 2, the grievance may, within five (5) working days after the answer in Step 2, be presented in Step 3. A grievance shall be presented in this step to a neutral third party not employed by the County. He/she or his/her designee shall render a decision in writing within eight (8) working days after the presentation of

the grievance in this step.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limit specified in Article XXVII, Section 1.

1. Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at the offices.

2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

3. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

4. A grievance which affects a substantial number or class of Employees, and which the Employer representatives designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE XXX

ARBITRATION

1. A grievance, as defined in Article XXVIII, which has not been resolved thereunder, may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the New Jersey Public Employment Relations Commission. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the New Jersey Public Employment Relations Commission.

2. The fees and expenses of the New Jersey Public Employment Relations Commission and the arbitrator shall be borne equally by the parties.

3. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

4. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 1 of Article XXVIII, and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

5. A grievance contesting a discharge may, with fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration under the rules for expedited arbitration that may prevail in the New Jersey Public Employment Relations Commission.

ARTICLE XXXI

EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States, the State of New Jersey, The New Jersey Public Employment Relations Commission or New Jersey Department of Personnel, such provision shall be superseded by the appropriate provision of such law or regulations, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXXII

TUITION & ORGANIZATION FEES

1(a). Professional Development - The Employer agrees to provide reimbursement up to a maximum of six (6) credits per year for graduate and under graduate course work not offered at Passaic County Community College at the State College rate. To receive 100% percent of the above, an Employee must earn a grade of A, to receive 90% percent of the above, an Employee must earn a grade of B, to receive 80% percent of the above, an Employee must earn a grade of C. There will be no reimbursement of any grade below a C. Prior approval must be granted by the Executive Director and the courses must be in nursing related programs.

Pass/fail courses will be reimbursed one hundred (100%) percent for passing grade.

1(b). Tuition – In order to be approved for reimbursement, all Employees must submit their pre-approved form (College Course Request Form) to Management before enrollment. See page 61 for example of form. Reimbursement for tuition must be submitted by the end of the year in which tuition was paid. Employees seeking reimbursement shall provide the County with a copy of the transcript, copy of the bursar’s bill, and a copy of check or evidence of payment. Upon submission of documentation by an Employee, the County will reimburse the Employee within ninety (90) days of submission.

2. Organization Fees – The Employer shall reimburse, upon notification, organization/professional dues for membership required by the Employer.

ARTICLE XXXIII

STAFF MANAGEMENT COMMITTEE

The Committee shall meet quarterly commencing January 1, 1994 and will be comprised of three (3) representatives from the County/Preakness Healthcare Center Management and three (3) representatives from the 1199J. These staff meetings are not to generate overtime or compensatory time.

1. A written agenda shall be prepared and exchanged with a minimum of one (1) week's notice.

2. The meeting shall not exceed a two (2) hour period and written minutes will be available for review by the Union and Management.

3. Recommendations from the Committee will be referred to the Executive Director for final determination. His/her response will be forwarded to a designated Labor representative.

4. Negotiations regarding preceptor pay and/or compensation to other "special" units to be established and handled by the Labor Management Committee.

ARTICLE XXXIV

MEALS

Effective 1/1/96, there will be a \$2.00 per week offset on meals for 48 weeks, via payroll deductions. Employees shall not be reimbursed for said meal allowance, while on sick leave, medical leave of absence, vacation, family leave, workers compensation leave, suspension or other leaves.

ARTICLE XXXV

EFFECTIVE DATES AND DURATION

1. This Agreement shall be in full force and effect for the period commencing January 1, 2004 and ending December 31, 2006.

2. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement, no later than the ninetieth (90) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this _____ day of _____, 2004.

FOR THE UNION:

FOR THE EMPLOYER:

DISTRICT 1199J, NATIONAL
UNION OF HEALTHCARE CENTER
AND HEALTHCARE EMPLOYEES,
AFSCME, AFL-CIO

BOARD OF CHOSEN FREEHOLDERS,
COUNTY OF PASSAIC

By: _____

By: _____

NATIONAL UNION OF HEALTHCARE
CENTER AND HEALTH CARE
EMPLOYEES,
AFSCME, AFL-CIO

By: _____

ARTICLE XXXVI

INCLEMENT WEATHER POLICY

The parties agree to implement the inclement weather policy attached hereto.

PREAKNESS HOSPITAL, INCLEMENT WEATHER POLICY

OVERVIEW

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

Predicated on this information, Preakness Hospital has developed an “Inclement Weather Policy” for its employees.

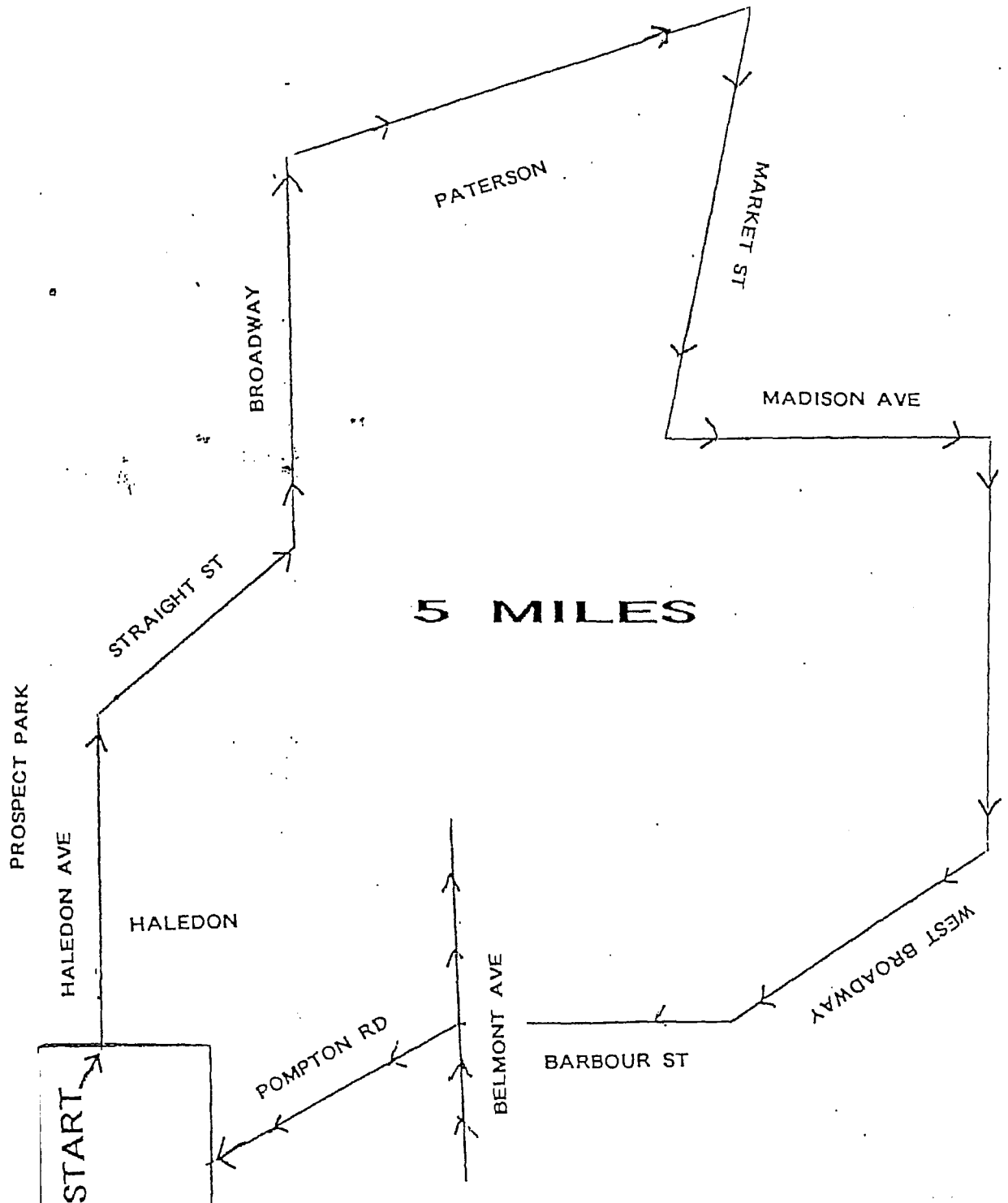
POLICY

- I. It is expected that all employees will conform to Hospital Procedure regarding their work schedules and times 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 designee.
- III. If employee absences become greater on a particularly bad weather day, the Supervisor should contact Administration regarding appropriate action. If Administration is present in the Facility an immediate decision will be given. If weather conditions. are such to warrant a decision and Administration is not at the Facility, the Supervisor will contact the Administrator On Call for instruction.
 - A. Sick-time will not be considered an acceptable absence unless the illness is substantiated by a note from a physician.
 - B. Holiday/Vacation/Personal Days will not be given, in lieu of sick days unless such time had been previously scheduled.
 - C. Employees will be expected to come to work and remain at work for. the scheduled period of time.
 - D. It will be an Administrative decision regarding late arrivals and whether action, if any, should be, taken as well as whether or not considerations can be given to excuse late time.

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

Reissued 7.95

PREAKNESS HOSPITAL
EMERGENCY BUS ROUTE
COMPLETE TRIP 1 HOUR



BELOW ARE A FEW GUIDE LINES THAT ARE FOLLOWED DURING TIME OF EMERGENCIES (effective as of 1/15/96)

1. Administration will determine employee pick-up schedule.
2. Employees will only be picked up along route identified.
3. Employees requesting pick-up must call the hospital TWO (2) hours prior to their shift start time.
4. Employees who are transported to the hospital will be taken home as well.
5. Transported employees may be required to work extended hours.

STIPULATION I

WAGE SCALE FOR RNS AND LPNS

LICENSED PRACTICAL NURSE

	<u>1/1/2004</u>	<u>1/1/2005</u>	<u>1/1/2006</u>
Step 1	\$36,197	\$37,283	\$38,495
Step 2	37,845	38,981	40,248
Step 3	39,490	40,675	41,997
Step 4	41,137	42,371	43,748
Step 5	42,783	44,067	45,499

SR. LICENSED PRACTICAL NURSE (if hired before April 2, 1996)

Step 1	\$38,004	\$39,144	\$40,416
Step 2	39,734	40,926	42,256
Step 3	41,459	42,702	44,090
Step 4	43,191	44,487	45,933
Step 5	44,916	46,264	47,767

GRADUATE NURSE

Step 1	\$46,227	\$47,614	\$49,162
Step 2	48,329	49,778	51,396
Step 3	50,430	51,943	53,361
Step 4	52,532	54,108	55,867
Step 5	54,634	56,273	58,102

STIPULATION II

PAST PRACTICES

The past practices referred to in Article XIX are:

1. To enhance the Employee's promotional opportunities, to the benefit of both the public Employer and the Employee, the Employer encourages all Employees to avail themselves of nursing-related career training offered by area institutions, e.g., Passaic County Community College.

2. The Superintendent of Preakness Healthcare Center shall make available to all Employees, notice of current nursing related courses being offered and available.

3. The County represents that, upon request, time off without penalty shall be granted, as necessary, to those Employees enrolled in approved nursing-related training courses, subject to the needs of the Employer.

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

5. (a) After completing one (1) year of service, any Employee, upon request, shall be granted a leave of absence for educational purposes in job related subjects. The period of the leave-of-absence shall not exceed one (1) year, but may be extended or renewed at the request of the Employee.

(b) A year or more leave-of-absence, for educational purposes shall not be provided for, more than once every five (5) years. Management will conduct skill-training programs for the Employees from time to time.

6. Educational courses for Nurses shall be paid by Healthcare Center with the approval of the Board of Managers.

7. Registered Nurses employed with a degree in nursing, having a minimum of two (2) years staff nursing experience, will receive an additional compensation of Three Hundred Dollars (\$300.00).

8. Course(s) leading to certification in Gerontology Nursing and the cost of re-certification in Gerontology Nursing shall be paid by the Healthcare Center, that cost is approximately four hundred (\$400.00) dollars.

EXHIBIT A

CHECK-OFF AUTHORIZATION

To: _____ Date: _____

You are directed to deduct from any wages earned or to be earned by me as your Employee, such amount as may be established by the National Union of Healthcare Center and Health Care Employees, AFSCME, AFL-CIO, and become due to it, as my membership dues and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one or more of my weekly paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assignment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named EMPLOYER and the UNION is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of said Collective Agreement between the EMPLOYER and the UNION whichever occurs sooner; and I agree and direct that this irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable Collective Agreement between the EMPLOYER and the UNION, which shall be shorter, unless notice is given by me to the EMPLOYER and the National Union Finance Department at 9-25 Ailing Street, 4th Floor, Newark, New Jersey 07102 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Agreement between the EMPLOYER and the UNION, which occurs sooner.

This authorization is made pursuant to the provisions of applicable law.

SOCIAL SECURITY NUMBER

SIGNATURE

CLOCK #

PRINT NAME

DEPARTMENT

ADDRESS

EXHIBIT B

PREAKNESS HEALTHCARE CENTER

COLLEGE COURSE REQUEST FORM

Employee's Name _____ Shift _____

College _____

Address _____

Course: (1) _____ Credits: _____

(2) _____ Credits: _____

(3) _____ Credits: _____

Note: Please attach course description

Employee's Signature: _____ Date: _____

ADMINISTRATION ACTION

Approved: _____ Denied: _____ Reason for Denial: _____

Administration's Signature _____ Date: _____

\\us5\1154\053\cba (rank) 2004 - 2006