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THIS DOES NOT
CIRCULATE

1/1/77-12/31/78

A G R E E M E N T

between

BOARD OF MANAGERS OF THE PREAKNESS HOSPITAL AND THE BOARD OF
CHOSEN FREEHOLDERS OF PASSAIC COUNTY

and

DISTRICT 1199 J, NATIONAL UNION OF
HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

AGREEMENT made and entered into this 30th day of June
1978, by and between the Board of Managers of the Preakness Hospi-
tal and the Passaic County Board of Chosen Freeholders (herein-
after called the "Employer"), and District 1199J, National Union
of Hospital and Health Care Employees, RWDSU, AFL-CIO, with its
offices at 31 Central Avenue, Newark, New Jersey 07102 (herein-
after referred to as the "Union"), acting herein on behalf of the
Employees of the said Employer at Preakness Hospital, as herein-
after defined, now employed and hereafter to be employed and col-
lectively designated as the "Employees".

W I T N E S S E T H:

WHEREAS, the Employer recognizes the Union as the col-
lective bargaining representative for the Employees covered by
this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties
hereto that this Agreement promote and improve the mutual inter-
ests 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:

77-12/178

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 Hospital.

(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. 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.

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 covered by this Agreement shall receive fringe benefits, wage rates and wage increases hereunder on a pro rata basis. Employees working half time or eighty (80)

hours per month shall be covered by health insurance. Only full time Employees shall be covered by life insurance.

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 such 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.

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 whom 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 deductions 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 obligation, 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 IV

NO DISCRIMINATION

1. Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, creed, national origin, political belief, sex or age.

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, and 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 Hospital management or the head of the department 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 Hospital, 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 Hospital management 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 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 in 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. If, however, temporary employees are retained beyond six (6) months in continuous employment, the accrual of vacation and sick leave will be from the first day 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) Hospital 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) Hospital 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 Employee's 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 ($\frac{1}{2}$) 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. Application

(a) Hospital 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-offs and recalls and for scheduling of vacations 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.

5. Layoff

(a) 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 the 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.

6. Recall

(a) 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 Hospital 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.

7. (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.

8. 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 requirement. 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.

9. 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.

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

3. (a) Retroactive to January 1, 1977, each Employee shall be upgraded by one level over the Employee's present level as follows:

	<u>Level</u>		<u>Level</u>
LPN from	11	to	12
Sr. LPN from	12	to	13
Graduate Nurse from	16	to	17
Head Nurse from	19	to	20

(b) Retroactive to January 1, 1977, each Employee shall receive an increase of five (5%) percent in his/her base annual rate as a cost of living increase.

(c) Effective 11:59 p.m. on December 31, 1977, the 1977 Salary Guide shall be upgraded by two (2%) percent.

(d) Effective January 1, 1978, each Employee shall receive four and one-half (4½%) percent in his/her annual rate as a cost of living adjustment on his/her salary.

4. Each Employee shall receive the salary increments provided in Section 3 above where due in 1977 and 1978, payable in accordance with the following policy:

(a) Each Employee whose anniversary date falls between January 1st and June 30th shall receive the increment to which he/she would have been entitled on his/her anniversary date retroactive to January 1st of that year.

(b) Each Employee whose anniversary date falls between July 1st and December 31st shall receive the increment to which he/she would have been entitled on his/her anniversary date, retroactive to July 1st of that year.

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

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

Longevity pay adjustments shall be implemented as follows:

(a) 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.

(b) 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.

6. Employees, when required to work at a higher rated bargaining unit job, shall be paid his/her rate or the rate for the other job, whichever is higher, after a total of five (5) consecutive days' work in such higher classification in each contract year.

7. 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, provided, however, that it is expressly understood and agreed that neither the Union nor any Employee may grieve or arbitrate with respect to the content or description of any such job or job classification.

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 (2) 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 Hospital Unit #1:

7:30 a.m. to 3:30 p.m.

3:30 p.m. to 11:30 p.m.

11:30 p.m. to 7:30 a.m.

(b) Preakness Hospital Unit #2:

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.

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

OVERTIME

1. Employees shall be paid one and one-half (1½) 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.

ARTICLE XII

SHIFTS AND SHIFT DIFFERENTIALS

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

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, qualified to do the work.

Whenever the Employee requests a change of shift, approval of such 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.

ARTICLE XIII

HOLIDAYS

1. Employees shall be entitled to the following paid holidays within each year:

(a) Legal Holidays:

Half ($\frac{1}{2}$) day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King Birthday	Election Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Half ($\frac{1}{2}$) day Christmas Eve
Independence Day	Christmas Day

(b) Personal Days:

Three (3) days

(c) Christmas Day and New Year's Day as a holiday shall be rotated from year to year amongst the Employees.

2. (a) Recognizing that the Employer works every day of the year and that it is not possible for all Employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any Employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

(b) In the event an Employee is required to work on any of the legal holidays named in Section 1(a) above, he/she shall be paid at his/her regular pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with regular pay within thirty (30) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the Employer.

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

(d) 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.

(e) The day on which a holiday is legally celebrated in the County shall be the day on which holiday premium pay is paid to those Employees who work on that day.

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 cancelled except in an emergency. The Employee shall not be required to take the personal days in the quarter earned.

ARTICLE XIV

VACATIONS

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

1 year - 5 years	12 working days' vacation during each year of service
6 years - 10 years	15 working days' vacation during each year of service
11 years - 15 years	18 working days' vacation during each year of service
16 years - 20 years	20 working days' vacation during each year of service
Over 20 years	22 working days' vacation during each year of service

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. 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 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 who 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 XV

SICK LEAVE

1. Employees shall be entitled to paid sick leave earned at the rate of one and one-quarter (1 $\frac{1}{4}$) 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 one (1) hour 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 Hospital physician before the Employee is to be sent home if that is necessary.

ARTICLE XVI

PAID LEAVE

Employees, after their first thirty (30) days of employment, shall be entitled to 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 parent, spouse, child, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate household of the Employee. Such one (1) day must be taken within a reasonable time of the day of death or day of the funeral. An Employee shall be allowed one (1) additional day in the event of a death of the Employee's spouse, son or daughter.

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 Hospital 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.

ARTICLE XVII

UNPAID LEAVE

Employees shall be eligible for unpaid leave in accordance with the following:

1. Maternity Leave

Pregnant Employees will be eligible for maternity leave. By the end of the third month of pregnancy, such Employees shall notify the Employer of the expected date of delivery and the date they wish to stop work. By the end of the sixth month of pregnancy, such Employees who desire to continue working shall provide the Employer with a statement from their attending physician certifying the expected date of delivery, their physical ability to continue working and the date up to which they are to be permitted to work. Maternity 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 will be granted upon request.

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. 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 nondiscriminatory 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.

ARTICLE XVIII

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 XIX

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 XX

HEALTH AND WELFARE

The Employer shall continue to provide medical, hospitalization including Rider J, and major medical insurance coverage for each Employee and his/her family as is now in effect. 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.

It is further agreed that the Employer shall provide a Dental Plan for Employees as of January, 1978.

ARTICLE XXI

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 (50%) percent of the accumulated sick time subject to a maximum amount of \$12,000.

ARTICLE XXII

UNIFORMS

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

The pay day immediately following July 1, 1977 -- a sum of \$45.00.

The pay day immediately following July 1, 1978 -- a sum of \$60.00.

Such allowance shall be pro-rated based on the number of creditable months worked in the covered unit of Employees.

ARTICLE XXIII

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 lay off 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.

ARTICLE XXIV

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 XXV

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 XXVI

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 any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, 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 statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations 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 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 XXVII

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 two (2) pay periods (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 Employer 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 the Personnel Director, or his/her designee; and 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.

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 its 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 representative designated in Steps 1 and 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

ARTICLE XXVIII

ARBITRATION

1. A grievance, as defined in Article XXVII, 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 XXVII, 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, within 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 XXIX

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 the New Jersey Civil Service Department, 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 XXX

STIPULATIONS

Attached hereto and made a part of the Collective Bargaining Agreement between the parties hereto, effective the 1st day of January, 1977, are two stipulations which are referred to respectively in Articles IX and XVIII of the 1977-1978 Collective Bargaining Contract between District 1199J, National Union of Hospital and Health Care Employees, RWDSU, AFL-CIO and The Board of Managers of the Preakness Hospital and The County Board of Chosen Freeholders. These stipulations set forth respectively are applicable to the undersigned Employer, the Employer Minimum Rates, and Past Practices. The undersigned Employer agrees that these stipulations shall be in full force and effect for the term of the Collective Bargaining Agreement between the Union and the undersigned Employer.

ARTICLE XXXI

EFFECTIVE DATES AND DURATIONS


1. This Agreement shall be in full force and effect for the period commencing January 1, 1977 and ending December 31, 1978.

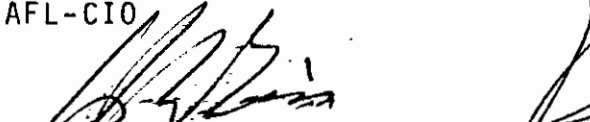
2. The Employer and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.


IN WITNESS WHEREOF, the Union and the Employer have executed this Agreement this 30th day of JUNE 1978.

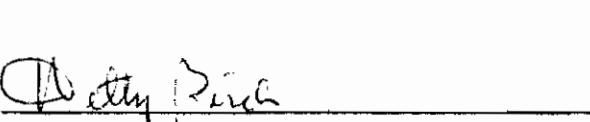
FOR THE UNION:

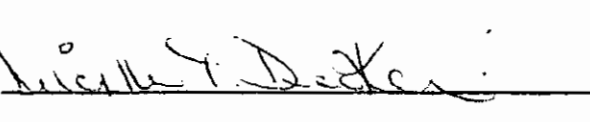
DISTRICT 1199J, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

BY 
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO


NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO


NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO



NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO



NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, RWDSU, AFL-CIO

Jessica Van Lenten
Jammotto Seabrook
Adm Organizer

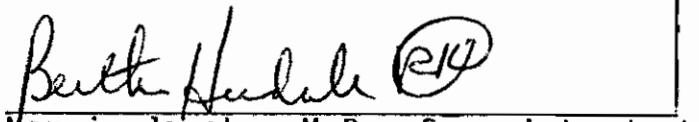
FOR THE EMPLOYER:


BOARD OF CHOSEN FREEHOLDERS, COUNTY OF PASSAIC


Edward G. O'Byrne, Director
PASSAIC COUNTY BOARD OF FREEHOLDERS


Ralph Gambatese, Clerk to
PASSAIC COUNTY BOARD OF FREEHOLDERS


President, BOARD OF MANAGERS,
PREAKNESS HOSPITAL


Morris Jacobs, M.D., Superintendent,
PREAKNESS HOSPITAL


Samuel Hughes, Director of
Personnel, COUNTY OF PASSAIC

STIPULATION I
1978 SALARY LEVELS

Practical Nurses

Level 12A	442	8404	8846	9288	9730	10172	10614	11056	11499
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Senior Practical Nurses

Level 13A	464	8824	9288	9752	10216	10680	11144	11608	12072
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Graduate Nurses

Level 17A	565	10729	11295	11859	12424	12989	13554	14119	14684*
									14984**

*Maximum Regular Duty
**Maximum Degree Nurse (+ \$300.)

Head Nurse

Level 20B	654	12748	13402	14056	14710	15364	16018	16672	17326*
									17626*

*Maximum Degree Nurse (+\$300.)

Practical Nurses, Part-Time, Hourly Rates

Level 12A	21¢	4.04	4.25	4.46	4.67	4.88	5.09	5.30	5.51
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10% Differential Nights

Graduate Nurse, Part-Time, Hourly Rates

Level 17A	27¢	5.15	5.42	5.69	5.96	6.23	6.50	6.77	7.04
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10% Differential Nights

STIPULATION II

PAST PRACTICES

The past practices referred to in Article XVIII 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 Vocational and Technical High School and Passaic County Community College.

2. The Superintendent of Preakness Hospital 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 Employer.

(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. Education courses for Nurses shall be paid by the Hospital with 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 (\$300) Dollars.

EXHIBIT A

CHECK-OFF AUTHORIZATION

Date: _____

To: _____

I hereby apply for membership in District 1199J, National Union of Hospital and Health Care Employees, a Division of RWDSU/AFL-CIO and designate that organization and its subordinate bodies as my representative on all matters effecting my wages, hours and other conditions fo work. I hereby authorize my employer to make deductions every pay period in the amount certified by the Union as my current dues. The monthly amount deducted shall be paid to the National Union of Hospital and Health Care Employees, a division of RWDSU/AFL-CIO, no later than the tenth day of each month immediately following the date of deduction or following the date provided in the collective bargaining agreement for such deduction. This Application serves to revoke any/all prior application and/or authorizations heretofore signed by me.

Soc. Sec. No. _____

Clock No. _____

Signature

Dept. _____

Address

3747