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AGREEMENT

STORAGE

between

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

and

LOCAL #2273, COUNCIL #52, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

ARTICLE I

AGREEMENT (1974 980)

Agreement made between County of Passaic hereinafter referred to as "Employer", and Local 2273, Council 52, AFSCME, AFL-CIO, hereinafter referred to as the "Union", exclusive bargaining agent for and on behalf of all the employees (see Schedule A) now or hereafter employed by the Employer at the Preakness Hospital.

ARTICLE II

PREAMBLE

This Agreement has for its purpose the promotion of harmonious relations between the Employer and its employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment and to avoid interruption or interference with the efficient operation of the Employer.

ARTICLE III

RECOGNITION

3.1 The Employer recognizes the right of the Union and its members to be protected in exercises of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization, or to refrain from any activity; provided, however, that this right shall not extend to persons excepted in N.J.R.S. 34:13A-5.3

3.2 The term "employee" shall mean any person holding a position, by appointment or contract or employment in the service

of the public employer, at Preakness Hospital, Passaic County, except elected officials, heads and deputy heads of departments and agencies, and members of boards and commissions.

3.3 Employees shall also include probationary employees and part-time employees if such part-time employees are employed on a regular continuing basis, and for a minimum of 20 hours per week. There shall be a three (3) month probationary period for new employees before any benefits will be realized except for over-time pay and shift differential. Benefits such as sick time, vacation time and holidays shall accrue retroactively to the credit of the employee for the three (3) month probationary period. Other benefits shall begin after the completion of the three (3) month probationary period.

ARTICLE IV

UNION SECURITY

4.1 All present employees covered by this Agreement may join the Union and become members of the Union. 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.

4.2 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who have authorized such deduction in writing pursuant to N.J.S.A. 52:14-15.9E. The amounts deducted from each employee shall be remitted to the Union together with a list of all the names of the employees for whom the deductions are made by the 10th day of the succeeding month after which such deductions are made.

4.3 Representatives of the Union, including those who are not employees of the Employer, upon proper notification to the Superintendent will be permitted to visit with employee-union representatives during working hours, at their work stations for purposes of discussing Union representation matters. Visits by representatives of the Union shall be at reasonable times and shall

not interfere with the functioning of the affairs of the public agency. No representative of the Union shall be permitted to confer with an employee at the work station of the employee if medical exigencies render such a visit inappropriate.

4.4 Dues deductions for any employee in the bargaining unit shall be limited to AFSCME, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1st of each year, provided the notice of withdrawal has been filed timely.

4.5 In the event that legislation is enacted authorizing the Agency Shop for public employees in the State of New Jersey, it will be implemented for employees within the bargaining unit within sixty (60) days of the passage of said enabling legislation.

ARTICLE V

MANAGEMENT RIGHTS

5.1 Except as modified by this Agreement, the public agency retains the right, in accordance with applicable laws and procedures, (a) to direct employees, (b) to hire, promote, transfer, assign and to suspend, demote, discharge or take other disciplinary action for just cause against employees, (c) to relieve employees from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the Government operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever action may be necessary to carry out the mission of the agency, in situations of emergency.

5.2 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE VI

WORK WEEK

6.1 The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except for

clericals and others who work five (5) consecutive seven (7) hour days Monday through Friday, inclusive, and except for continuous operations and professional employees. In the continuous operations there shall be a work week of five (5) consecutive days followed by two (2) consecutive days off. Work performed on the sixth and seventh day shall be at premium pay as prescribed in this Agreement.

ARTICLE VII

HOURS OF WORK

7.1 The regular starting time of work shifts shall not be changed unless mutually agreed by the Employer, the affected employees and the Union. If the parties fail to agree, and the Employer implements the change, the Union retains the right to grieve.

7.2 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority and classifications. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

7.3 One 15-minute coffee break per shift will be given to all workers at a time which does not interfere with proper patient care. The Employer will continue to make available, the coffee and other items presently provided.

7.4 One-half ($\frac{1}{2}$) hour lunch period for all employees with lunch provided by the Employer.

ARTICLE VIII

OVERTIME

8.1 Overtime

8.1a Forty-Hour Employees - Employees in the category of attendants, craft and service personnel shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times their regular straight time rate of pay for all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours in a work week.

8.1b Thirty-five Hour Employees - All work performed in excess of seven (7) hours in any one day by office and clerical workers or where a seven (7) hour day exists shall be paid straight time after the seventh hour, for the first hour, and at time and one-half after the eighth hour and thereafter. The sixth (6th) and seventh (7th) day shall be premium days as described herein.

8.1c Sick time, vacation time, and holiday time are to be considered part of the work week.

8.1d In scheduling the two consecutive days off for institutional attendants, the Employer shall not exclude the combinations of Saturday and Sunday, or Sunday and Monday from the seven possible two-day combinations of the work week.

8.2 An employee who is called into work on any paid holiday hereinafter set forth shall be paid, in addition to his holiday pay, at the rate of time and one-half for all hours worked. The sixth (6th) and seventh (7th) days shall be a premium day as described in this contract. This covers all thirty-five (35) hour work week employees, and all forty (40) hour work week employees.

8.3 Overtime work will be distributed as equitably as possible among employees within the same classification through seniority rotation.

8.4 Call-In Overtime - Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and be guaranteed no less than three (3) hours pay, regardless of the number of hours actually worked. If the employee's call-in time work assignment and his regular shift overlap, he shall be paid time and one-half for the first two (2) hours of work. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

ARTICLE IX
COMPENSATION

9.1a For the year 1979, retroactive to January 1, 1979, all covered employees shall receive a six (6%) percent cost of living adjustment over their 1978 base salary with increment and longevity where due.

9.1b For the year 1980, effective January 1, 1980, all covered employees shall receive a six (6%) percent cost of living adjustment over their 1979 base salary with increment and longevity where due.

9.1c - see margin

9.2 Effective July 1, 1979, the Passaic County Salary Guide, "Schedule A", for Preakness Hospital shall be amended to reflect title upgrading as follows:

	<u>Title</u>	<u>Level</u>
*a)	Sr. X-ray Technician	17
b)	Telephone Operator	9
c)	Watchman	9
d)	Seamstress	8
e)	Blue Seal Fireman	15
f)	Cooks	9
g)	Sr. Cooks	10
h)	Head Cooks	11

*It is understood that the level change reflected in (a) above is made in consideration that the incumbent(s) shall not be entitled to any additional compensation for services rendered Preakness Hospital.

9.3 During the term of this Agreement increments to which the employees may be entitled shall be awarded as follows:

9.4 All employees whose anniversary date falls between January 1st and June 30th shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to January 1st of the contract year.

9.5 All employees whose anniversary date falls between July 1st and December 31st shall receive the increment to which they would have been entitled on the employee's anniversary date, retroactive to July 1st of the contract year.

9.1c - The foregoing is set forth in Schedule "B" amended hereto and made a part hereof, subject to correction of said Appendix for subsequently discovered errors.

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9.8.1 - All employees, including part-time employees working in observation shall receive, in addition to their regular pay, plus any shift differential which they may be receiving under paragraph 9.8, an additional ten (10%) percent of their wages.

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RC

12/14/74

9.6 Part-time employees shall be given cost of living adjustments, increments on their regular labor grades as agreed for regular employees, shift differentials and all fringe benefits on a proportionate basis except for group insurance. Part-time employees who work twenty (20) hours or more per week shall receive proportionate vacations and benefits. Part-time employees will not accrue seniority rights until they have accumulated One Hundred Eighty (180) calendar days of employment with the Employer at which time their seniority shall be considered to have commenced One Hundred Eighty (180) calendar days in advance. In no instance will part-time employees be employed if the effect of said employment will be the denial of other rights and privileges or benefits to full-time employees covered by this Agreement. Part-time employees who work less than twenty (20) hours per week shall not accrue any of the above proceeds or benefits.

9.7 During the term of this Agreement, the pay scales will not be changed except by the mutual consent of both parties.

9.8 All employees including part-time employees working on shifts of which the majority of the working hours fall between 2:30 P.M. to 11:00 P.M.; and 11:00P.M. to 7:30 A.M. shall receive in addition to their regular pay, an additional ten (10%) percent of their wages.

9.8.1 - see margin

9.9 Longevity pay shall be determined by the length of employment as follows:

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

ARTICLE X

OUT-OF-CLASSIFICATION PAY

10.1 Any employee who is temporarily assigned and does perform work in a higher classification for three (3) or more consecutive weeks shall be compensated at the higher rate, retroactive to the first day of such assignment.

10.2 In the event it becomes necessary for an employee to perform duties in a lower classification by his request or for health reasons, and such transfer is made on behalf of the employee, it will be made after notification and approval by the Union, and if agreed to, the employee will be paid at the rate for such position.

ARTICLE XI

INSURANCE

11.1 Medical, hospitalization including Rider J and major medical insurance coverage for each employee and his family as is now in effect. Life insurance and dental insurance for the employee only will remain as is presently in effect. During the term of this contract, there shall be no diminution of these benefits.

ARTICLE XII

LEAVES OF ABSENCE

(A) PAID LEAVES

12.1 Sick Leave:

a) An employee shall receive sick leave with pay if the employee is absent because he or a member of his family:

- 1) contracts or incurs any non-service connected sickness or disability
- 2) is quarantined by the Health authorities as a result of any illness or injury

b) Sick Schedule:

Employees shall earn one and one-quarter (1½) days of sick leave for each month of service for a total of fifteen (15) days per year.

c) Unused Sick Leave:

All employees shall, upon retirement, receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are 50% of the accumulated sick time subject to a maximum amount of \$12,000.

d) The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

12.2 Work Connected Injury and Illness:

a) The Employer shall provide coverage for all employees covered by this Agreement under the **Worker's** Compensation Law.

b) Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receive **Worker's** Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their ^{EMP 11/17/79} ~~W.C.~~ compensation benefits, that such supplemental sum shall not be deducted from sick leave credits or accrued vacation leave. The foregoing shall be subject to applicable Federal and State rules and regulations.

12.3 Death Leave:

a) Every employee covered by this Agreement shall be allowed one (1) day per year death leave for use in the event of death in the immediate family of the employee.

b) The immediate family, for the purpose of this section, is defined as the employee's children, parents, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law or a member of the immediate household of the employee.

c) Every employee shall be allowed one (1) additional day per year for use in the event of death of the employee's husband, wife, son or daughter.

d) Death leave shall not be cumulative from year to year.

e) In any case of death in the family which occurs during an employee's vacation period, upon application for such leave by an employee, the employee shall have the option of extending his vacation period as additional time, or take the time

for use at some future date, provided, however, that proof of such family death is established in writing by a licensed physician who is in attendance, or other party, whichever the case may be.

12.4 Personal Leave:

a) Employees shall be entitled to three (3) personal leave days each year, non-accumulative, to be used whenever needed. Arrangements for such leave must be made by the employee at least three (3) days in advance, except in case of emergency. Such leave shall be granted without loss of time and shall not be deducted from vacation accruals or any other leave days. Personal leave days may be taken in half-day ($\frac{1}{2}$) sequency. Personal leave days are accumulated at the rate of one (1) day each between the months January through April, May through August and September through December.

b) For year 1979, any personal leave days not used by an employee shall be reimbursed in cash on the twenty-fifth (25th) pay of the year. Effective January 1, 1980 all personal leave days accumulated in 1980 must be used during the calendar year 1980.

12.5 Jury Duty:

Employees shall be granted a leave of absence with pay in accordance with County policy.

12.6 Union Leave:

Members of the Union who are elected or designated to attend any function of the International Union, Council, or other body to which it is affiliated, shall be permitted to attend such functions and may be granted the necessary time off without pay. Fifteen (15) Union leave days in the aggregate will be granted without loss of time or pay for designated representatives to attend the biennial convention of the International Union which takes place in the even numbered years only.

12.7 Civil Service Examinations:

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

12.8 Military Service Leave:

Any employee who is a member of a Reserve Force of the United States Army of this State and who is ordered by the appropriate authorities to attend the training program or perform other duties under the supervision of United States or this State shall be granted a leave of absence during the period of such activity with no loss of time or pay, not to exceed thirty (30) days.

(B) UNPAID LEAVES

12.9 Eligibility Requirements:

Permanent employees shall be eligible for leaves of absence after six (6) months.

12.10 Application for Leaves:

a) Any request for a leave of absence shall be submitted in writing from the employee to his immediate supervisor. The request shall state the date the leave of absence is being requested and the appropriate length of time off the employee desires.

b) Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

c) Any request for a leave of absence shall be answered promptly. A request for immediate leaves because of special urgency shall be answered by the end of the shift on which the request is submitted.

d) In addition to accruing seniority while on any approved leave of absence while under the provisions of this Agreement, employees shall be returned to the position without loss of seniority; or other employee rights, privileges or benefits. No benefits shall accrue during a leave of absence without pay.

12.11 Maternity and Paternity Leaves:

a) An employee shall, upon request, be entitled to unpaid maternity leave for periods of nine (9) months with option to renew for an extension not to exceed three (3) months.

b) Unpaid paternity leave may be granted, upon request, for periods not to exceed three (3) months.

12.12 Education:

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.

12.13 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 Hospital service-related career training offered by area institutions, e.g. Passaic County Vocational and Technical High School and Passaic County Community College.

12.14 The Superintendent shall make available to all employees notice of current Hospital service-related courses being offered and available.

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

ARTICLE XIII

SENIORITY

13.1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire exclusive of unpaid leaves of absence.

13.2 If an employee leaves, not by virtue of leave of absence, his seniority shall cease to occur and must start with his new hiring date, all previous seniority being lost.

13.3 If a question arises concerning the seniority of one or more employees who were hired on the same date, the following shall apply:

If hired prior to the effective date of this contract, seniority preference shall be determined by the order in which such employees within a given classification are shown on the Employer's payroll record. The Employer will make available to the Union the record pertaining to the individuals in question to determine the order in which the names appear.

13.4 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

13.5 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

13.6 Shift Preference:

As long as it does not interfere with patient care, shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

ARTICLE XIV

PROMOTIONAL PROCEDURE

14.1 Provisional and Non-Competitive:

a) The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such

openings shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than seven (7) work days.

c) During this period, employees who wish to apply for the open position may do so. The bid shall be in writing and shall be placed in the locked container designed and provided by the Employer to receive such bids.

d) The Employer shall fill such openings from among those employees who have applied who meet the standards of the job requirements. Where more than one employee is qualified, the position shall be filled by the employee with the greatest seniority.

e) Any employee selected in accordance with the procedure set forth above shall be afforded a ninety (90) day trial period. If, during the trial period, the employee does not meet the requirements of the position to which he has been promoted, such employee shall be restored to his former position.

14.2 In all cases of promotions and demotions, preference when appropriate in the judgment of the Employer shall be given to staff pending examinations, and subject to Civil Service regulations and veterans' preference statutes. In the event of lay-off, recall, shift assignment, building assignment and vacation schedules, employees with the greater seniority within each classification shall be given preference provided it does not interfere with patient care. In the case of temporary promotion preference according to seniority when appropriate in the judgment of the Employer shall be given to staff pending examinations and subject to Civil Service regulations and veterans' preference statutes. If an employee is appointed to a higher level in the salary guide, the employee shall be placed on the same step in the new level and the anniversary date he had in the lower level shall be utilized in computing the salary increment.

ARTICLE XV
TEMPORARY OPENINGS

15.1 Definition and Procedure:

a) Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason.

b) Temporary job openings in higher classifications shall be filled by Employer assignment or re-assignment, and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions.

c) Employees assigned to temporary job openings shall be paid in accordance with Article X (Out-of-Classification Pay) of this Agreement.

ARTICLE XVI
LAYOFF AND RECALL PROCEDURE

16.1 Layoff:

a) In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to date such action is to be taken.

b) When such action takes place it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary further to reduce the work force, then regular employees shall be laid off in the inverse order of seniority.

c) The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are sent to the employees.

d) Employees to be laid off will have at least forty-five (45) calendar days notice of layoff.

e) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his general seniority (i.e. from date of employment) with the Employer to bump or replace an employee with less seniority in any job, provided, however, that the bumping employee has previously worked in that job title.

16.2 Recall:

a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than two (2) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

b) No new employees shall be hired in job categories where there have been lay-offs until all employees on layoff status in those categories, who desire to return to work, have been recalled.

ARTICLE XVII

PERSONNEL FILES

17.1 All employees shall have access to their own personnel files once each year during reasonable working hours and upon written notification to the Superintendent.

17.2 The employee's signature is affixed to show only that this file has been reviewed in accordance with the contractual agreement between the Hospital and the Union. The employee shall have the right to respond in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in this file dating from January 1, 1976, either in total or in part only after an informal conference with Hospital management has taken place.

17.3 Upon the completion of any two (2) year period of active work in which no disciplinary action or procedure has been applied to an employee, the Hospital will refrain from using all prior disciplinary actions resulting from any charges, except patient abuse, against the employee.

ARTICLE XVIII

GRIEVANCE PROCEDURE

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

18.2 If the Employer does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant shall proceed to the next Step of the procedure.

18.3 If a grievance affects a group of employees, the Union may process and institute such a grievance through all Steps of the grievance procedure, beginning with Step 2.

18.4 In the event an employee feels that any Civil Service Rules or Regulations are being violated, such employee or the Union may have the right to seek remedy through the New Jersey Civil Service Department. However, submission of a grievance to the Civil Service Department shall constitute a waiver of the employee's right to utilize the grievance procedure unless Civil Service refuses jurisdiction in the matter.

18.5 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I

The Union Steward, with the employee, shall take up the grievance verbally with the employee's immediate supervisor within five (5) days of its occurrence; if at that time the steward is unaware of the grievance, he shall take it up within five (5) days of his knowledge of its occurrence. The Supervisor shall

then attempt to adjust the matter and shall respond verbally to the steward within five (5) working days.

STEP 2

If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union Grievance Committee Chairman) to the Superintendent of Preakness Hospital within five (5) days after the Supervisor's response is due. A meeting will be held within one (1) week with the Superintendent. The grievant will be represented at this meeting by a Chief Steward and the Local President or his or her designee. The Superintendent will render a decision in writing within five (5) days following the meeting.

STEP 3

If the grievance still remains unadjusted, it shall be presented by a Council 52 Representative of the Union to the Director of Labor Relations of Passaic County in writing within ten (10) working days after the response of the Superintendent is due. With ten (10) days of notification by the Union, a meeting will be held with the Director of Labor Relations of Passaic County or his designee. The grievant will be represented at this meeting by Council 52, the Chief Steward and the Local President or his or her designee. A decision will be rendered in writing within seven (7) days following the meeting.

STEP 4

If the grievance is still unresolved within ten (10) days after written notice is received from the Director of Labor Relations, either party may request arbitration pursuant to the P.E.R.C. Rules and Regulations 19:212-14. Either party may waive Rules and Regulations of P.E.R.C. and demand final and binding arbitration as set forth herein.

18.6 The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion

of testimony and argument. Expenses for the arbitration proceedings shall be borne equally between the Employer and the Union.

18.7 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other Union representatives, employees, and the Employer representatives regarding matters of employee representation, during working hours without loss of pay. The amount of time and frequency of attendance to Union business will be subject to the reasonable regulation of the Board of Managers and the Board of Freeholders.

18.8 The Hospital will give written notification to the Union of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.

ARTICLE XIX

DISCIPLINE AND DISCHARGE

19.1 The procedure for taking disciplinary action or measures against any employees covered by this Agreement shall be as set forth as the following:

a) Disciplinary action or measures shall include only oral warning, written warning, suspension and/or discharge.

b) Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Where a Hospital Administrator seeks the imposition of suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with one copy of the notice. The Union representative at the appropriate level shall be notified in writing within

twenty-four (24) hours of the name of an employee served with a notice of discipline.

ARTICLE XX

CLASSIFICATION REVIEW

20.1 The classification (and job descriptions) for employees covered by this Agreement shall be available for review.

20.2 If, during the term of this Agreement, circumstances require that changes be made in existing job descriptions and/or classifications, the parties agree that they will negotiate with a view at arriving at a mutually acceptable determination prior to such change being made effective. Should the parties fail to agree, the matter will be referred under the grievance procedure hereinabove set forth or may be referred to the Civil Service Department in accordance with its Statutes and Regulations with no reductions in pay at any time.

ARTICLE XXI

GENERAL PROVISIONS

21.1 Bulletin board locations will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. All such Union information notices shall be brought to the attention of the Superintendent prior to such posting.

21.2 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision of the Agreement, whereupon the parties agree immediately to negotiate a substitute for invalidated portion thereof.

21.3 The Employer shall not ratify, change or supplement this Agreement without first having notified the Union and then negotiated said modification, change or supplement.

21.4 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

21.5 All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

21.6 The Employer will give time off with no loss of pay for members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

21.7 This contract and its provisions will be extended to remain in full force and effect with no change in pay, hours, benefits, etc., during any extended periods of negotiations that take place on new contracts subsequent to this contract's expiration date until a successor agreement has been reached.

21.8 The Employer shall provide adequate security and protection at all work installations for all employees during their respective work shifts.

21.9 The Employer shall furnish at its own cost and expense full uniforms for watchmen only by July 31st of each contract year.

21.10 a) The Employer will pay, by July 31st of each year, an annual uniform allowance of Fifty-five (\$55.00) Dollars to all employees in the bargaining unit who require uniforms for their work, except watchmen.

b) In year 1980 such uniform allowance shall be increased to Sixty-five (\$65.00) Dollars to all employees in the bargaining unit who require uniforms for their work, except watchmen.

21.11 Periodic meetings at the request of either party shall be held as necessary for the purpose of review, discussion of matters of concern to the parties. Such meetings shall be

called at a reasonable time and for a duration not to exceed one (1) hour.

21.12 Supervisory Employees:

Supervisory employees shall not engage in work belonging or assigned to employees within the bargaining unit, except in cases where an emergency exists.

ARTICLE XXII

SAFETY AND HEALTH

22.1 The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices needed in order to insure their safety and health.

22.2 The Employer and the Union shall designate a safety committee member. It shall be their joint responsibility to investigate and correct unsafe and unhealthful conditions. They shall meet periodically as necessary to review conditions in general and make recommendations to either or both parties when appropriate. The safety committee member representing the Union shall be permitted reasonable opportunity to visit work locations throughout the Employer's facility for the purpose of investigating safety and health conditions, during working hours with no loss of pay.

22.3 a) There shall be at least two attendants on duty in skilled nursing (Level 3) and Level 4A ICF on each ward on all shifts at all times. Staffing assignments will meet State standards for skilled nursing facilities.

b) No Institutional Attendant shall be required to lift a patient without assistance.

22.4 Safety Enforcement:

No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules, or any local, state or federal health or safety laws.

22.5 Employee Transportation:

A. The Employer shall provide bus transportation for employees requiring transportation to and from the Paterson city bus terminal to Preakness Hospital Units I and II. The employees requiring bus transportation shall pay fifty-five (\$.55) cents per round trip through the purchase of tickets in the manner as heretofore agreed. A total of six (6) round trips per twenty-four (24) hour day in accordance with Appendix "B" annexed hereto.

B. Appendix "B" attached hereto: Preakness Hospital Bus Schedule

ARTICLE XXIII

HOLIDAYS

23.1 The following days are recognized paid holidays whether or not worked:

1/2 day Christmas Eve.	1/2 day New Year's Eve.
New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Day after Thanksgiving	Martin Luther King's Birthday

5/17/79
26.

23.2 Any improved benefit legislated by the State or County for other employees will be extended to covered employees at the Preakness Hospital.

23.3 Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within the employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately following his vacation period. Holidays for employees on continuous operations shall be taken by mutual agreement with supervision.

23.4 An employee who has exhausted his sick time with pay shall be nonetheless compensated for a holiday which falls during sick time without pay.

ARTICLE XXIV

VACATIONS

24.1 Vacations with pay shall be granted to employees who have completed the probationary period as follows:

1 through 5 years	- 12 working days	vacation during each year of service
6 through 10 years	- 15 working days	"
11 through 15 years	- 18 working days	"
16 through 20 years	- 20 working days	"
20 years and over	- 22 working days	"

Employees with less than one year of employment shall accrue vacation pay at the rate of one (1) day per month for each complete month of employment, except that this provision shall apply only in the event the employee has completed the probationary period.

⑤ 14/1/77 - 26. 24.2 At severance of employment all benefits such as Ten (10%) percent of accumulated sick time, compensatory time, pension, longevity and vacations shall be paid proportionately and in accordance with applicable statutory provisions, if any. 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 law. If statutes provide for greater benefits than these, the greater benefits shall be paid.

ARTICLE XXV

NO STRIKE OR LOCK-OUT PROVISION

25.1 Neither the Union nor the employees or Employer shall instigate, promote, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, lock-out or any other intentional interruption of work. In the event that any person violates the terms of the no-strike clause, the public Employer shall have the right to discharge or otherwise discipline such person. In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the arbitrator shall be whether the employee was engaged in the prohibited activity.

ARTICLE XXVI
SUCCESSOR AGREEMENT

26.1 The parties do hereby agree that no later than July 15, 1980 the "Union" will represent to the "Employer" with written proposals the "Union's" intent to negotiate on economic items for the following contract year.

26.2 The parties do further agree that negotiations for the renewal of the within contract or extension of same shall commence on or about September 1, 1980.

ARTICLE XXVII
TERMINATION

27.1 All of the provisions of the within Agreement are expressly made subordinate to the provisions of the New Jersey State Constitution, Article 1, Section 19.

27.2 This Agreement shall terminate on December 31, 1980.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly constituted officials this 19th day of December, 1979.

FOR THE UNION:

FOR THE EMPLOYER:

Rich Collin
Council 52 Representative

[Signature]
Director, Passaic County Board of Freeholders

Tessie Gistiano

[Signature]
Clerk to Passaic County Board of Freeholders

William F. Coste

[Signature]
President, Board of Managers, Preakness Hospital

[Signature]
Business Administrator, Preakness Hospital

[Signature]
Director of Labor Relations

APPENDIX "B"

PREAKNESS HOSPITAL BUS SCHEDULE

MORNING

Leave Terminal	6.45 A.M.	-	To Unit #2
Leave Unit #2	7:05 A.M.	-	To Terminal
Leave Terminal	7:20 A.M.	-	To Unit #1
Leave Unit #1	7:40 A.M.	-	To Terminal

AFTERNOON

Leave Terminal	2:45 P.M.	-	To Unit #2
Leave Unit #2	3:05 P.M.	-	To Terminal
Leave Terminal	3:20 P.M.	-	To Unit #1
Leave Unit #1	3:40 P.M.	-	To Terminal

NIGHT

Leave Terminal	10:40 P.M.	-	To Unit #2
Leave Unit #2	11:05 P.M.	-	To Terminal
Leave Terminal	11:20 P.M.	-	To Unit #1
Leave Unit #1	11:40 P.M.	-	To Terminal