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AGREEMENT

Between

PREAKNESS HOSPITAL

BOARD OF CHOSEN FREEHOLDERS

AND

REGISTERED PROFESSIONAL NURSES  
AND LICENSED PRACTICAL NURSES

PREAMBLE

This Agreement entered into by Preakness Hospital, Board of Chosen Freeholders, hereinafter referred to as the "Employer", and Registered Professional Nurses and Licensed Practical Nurses, hereinafter referred to as the "Nurses' Association" has as its purpose the promotion of harmonious relations between the Employer and the Nurses' Association; 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 public employer.

1. SALARIES

The nurses agree to accept the proposed Passaic County Salary Guide for registered professional nurses and licensed practical nurses with the following provisos:

1.1 Nurses agree to accept proposed Employer's salary guide which will be retroactive to 1 January, 1972.

Said salary guide is as follows:

Salary Levels

Practical Nurse - 11

\$6,383 - 6,702 - 7,021 - 7,340 - 7,659 - 7,978 - 8,297\*  
8,957\*\*

\*Maximum Regular Duty  
\*\*Maximum for Psycho Duty (0660 addl)

Graduate Nurse - 16A

\$8,146 - 8,555 - 8,964 - 9,373 - 9,782 - 10,191 - 10,600\*  
10,900\*\*

\*Maximum for regular duty non-degree nurses  
\*\*Allow additional \$300 to degree nurses

THIS BOOK DOES  
NOT CIRCULATE

Head Nurse - 19A

\$9,432 - 9,904 - 10,376 - 10,848 - 11,320 - 11,792 - 12,264\*  
12,564\*\*  
12,864\*\*\*

\*Maximum for Regular Duty Non-Degree Nurses  
\*\*Allow \$300 for Degree Nurse (additional)  
\*\*\*Maximum of \$660 additional for Psycho Duty

1.2 It is understood that the aforesaid salary guide is a composite of cost-of-living and employer salary adjustments granted to other community hospital nursing personnel during the year 1971, and results in new minimum and maximum salaries to nurses as shown in paragraph 1.1 hereof.

1.3 Employees hired after January 1, 1972 will receive increments upon the anniversary date of employment. Other adjustments will be given in January of each succeeding year. Promotional adjustments will be given on the anniversary date of such promotion.

1.4 Employees still off step after adjustments and increments of January 1, 1972 will be placed in proper step for length of service with further adjustments in July, 1972.

1.5 Part-time employees shall be paid on a pro-rata basis in accordance to classification and level in which they work.

2. HOLIDAYS

2.1 The following days are recognized as paid holidays ... whether or not worked:

1/2 day New Year's Eve	Labor Day
New Year's Day	Columbus Day
Washington's Birthday	Election Day
Lincoln's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	and day after
Independence Day	1/2 day Christmas Eve
	Christmas

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

1 through 5 years - 12 working days vac.	during each yr. 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.

2.2 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.

### 3. SAFETY AND HEALTH

- 3.1 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.
- 3.2 The employer and the nurses shall each 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 of both parties when appropriate. The safety committee member representing the nurses shall be permitted reasonable opportunity to visit work locations throughout the employer's facilities for the purpose of investigating safety and health conditions, during working hours with no loss in pay.

4. WORK RULES

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

5. LEAVES-OF-ABSENCE

5.1 Leaves-of-absence for employees covered by this Agreement shall be as follows:

<u>Purpose of Leaves</u>	<u>Number of days</u>	<u>Paid or Unpaid</u>	<u>Special Provision...</u> <u>if any</u>
Personal Leave	3	Paid	Department head should be notified 3 days in advance except in an emergency. Employee shall be credited with personal days and shall be reimbursed at the entitled employee's current rate for those days not used during the year on the twenty-fifth (25) day of the year.
Maternity	9 to 12 months	Unpaid	No loss of seniority
Occupational Illness or accident	as provided by resolution	Paid and law	As provided by insurance
Illness	15 days per year accumulative year-to-year	Paid	Until discharged by Doctor
Death Leave	1 per yr.	Paid	*

5.2 Employees returning from authorized leave-of-absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, subject to regulations and rules of Civil Service.

6. SENIORITY

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

\* For use in the event of death in the immediate family of the employee. The immediate family for the purposes of this section is defined as the spouse, child, the employee's 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. Death leave shall not be cumulative from year to year.

6.2 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.

6.3 If a question arises concerning the seniority of two or more employees who were hired on the same date, the matter will be referred to the Superintendent of the Preakness Hospital, whose decision will be binding.

## 7. SEVERANCE

7.1 At severance of employment, all benefits, such as vacation, pension, and longevity shall be paid proportionately, together with 10% of accumulated sick time.

7.2 A probationary period of three months should be completed before any benefits can be realized.

## 8. OVERTIME

8.1 Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

8.2 All work performed in excess of eight (8) hours in any one day.

8.3 All work performed in excess of forty (40) hours in any one week. The work week will be from Monday through Sunday, and is not to be pyramided.

8.4 An employee who is called in to 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.

9. WORK SCHEDULES

The work week shall consist of five (5) working days within a seven-day work week which will be from Monday through Sunday.

9.1 One 15-minute coffee break per shift for all nurses, the time for which shall be at the discretion of the superintendent and without interfering with proper patient care, including coffee and other items presently provided.

9.2 One half-hour lunch period for all employees with lunch provided.

10. PAY SCALES

10.1 The pay scales for all nurses covered by this agreement shall be as set forth, subject to corrections of paragraph 1.1 for subsequently discovered errors.

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

11. INSURANCE

11.1 Employer will provide complete group medical, hospitalization and major medical insurance coverage for nurses and their families as is presently in force together with life insurance presently provided pursuant to the Public Employee's Retirement System in the sum of Two Thousand (\$2,000.00) Dollars.

12. EDUCATION COURSES

12.1 Education Courses for nurses shall be paid by the hospital with the approval of the Board of Managers.

13. COLLEGE DEGREES

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

14. STATE LICENSURE

14.1 Nurses - both graduate and practical - must achieve state licensure by the anniversary date of their employment in order to receive increments.

15. SHIFT PAY AND CONTAGION WARD DIFFERENTIAL PAY

15.1 Nurses working on shifts of which the majority of working hours fall between the hours of 3:00 P.M. and 7:30 A.M. (evening and night shifts), shall receive in addition to their regular pay, an additional ten (10%) percent, as presently established.

15.2 Nurses working in the communicable disease section of Unit I (east wing) shall receive a 5% additional wage allowance above their base pay.

16. CLASSIFICATION AND JOB DESCRIPTIONS

16.1 The classifications (and job descriptions) for nurses covered by this Agreement shall be those of Civil Service.

17. LONGEVITY PAY

17.1 Longevity pay shall be determined by length of service as follows:

2%	after	7 years
4%	"	10 years
6%	"	15 years
8%	"	20 years
10%	"	25 years

18. BOARDING ACCOMMODATIONS

18.1 Nurses who live in shall not pay a monthly charge, but shall be on call for emergency duties as directed by the employer. The employer shall determine the need for living in by an employee.

19. ADDITIONAL COMPENSATION

19.1 Nurses who perform the duties of higher salary level positions for a period of at least four (4) weeks shall be compensated at the adjusted rate retroactive to the commencement of the assumption of the duties and to continue until the employee has resumed his own duties.

20. EMPLOYER'S RIGHTS

20.1 The public agency retains the right, in accordance with applicable laws and procedures:

- (a) to direct employees
- (b) to hire, promote, transfer, assign and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action 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.



(f) to take whatever action may be necessary to carry out the mission of the agency in situations of emergency.

21. TERMINATION

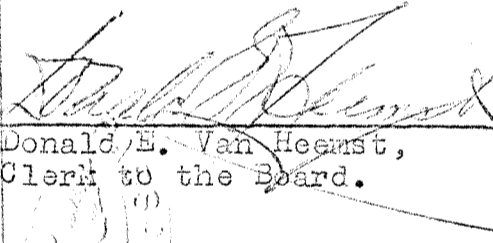
21.1 This Agreement shall terminate on December 31, 1972.

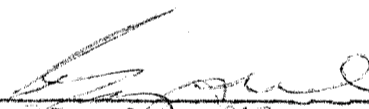
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly constituted officials this 7<sup>th</sup> day of July, 1972.

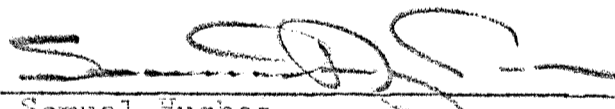
FOR THE EMPLOYER:

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF PASSAIC,  
By

ATTEST:

  
Donald E. Van Heenst,  
Clerk to the Board.

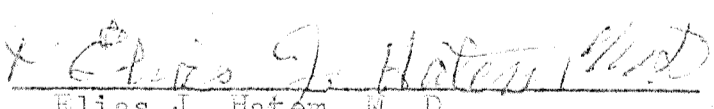
  
Edward G. O'Byrne,  
Director

  
Samuel Hughes,  
Director of Personnel

ATTEST:

PREAKNESS HOSPITAL  
By

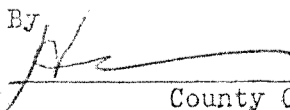
Secretary

  
Elias J. Hatem, M. D.,  
President of the Board of Managers

FOR THE NURSING ASSOCIATION:

The foregoing Agreement has been reviewed and approved as to form.



Passaic County Counsel  
By  
  
County Counsel

