

2-0045

16-00

AGREEMENT 71

Between

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

AND

LOCAL #1960, AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This Agreement entered into by the Board of Managers of
of Passaic County
Preakness Hospital/, the Board of Chosen Freeholders of Passaic
County, hereinafter referred to as the "Employer", and Local
#1960, American Federation of State, County and Municipal
Employees, AFL-CIO, hereinafter referred to as the "Union" has
as 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 public employer.

1. RECOGNITION

1.1 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.S. 34:13A-5.3.

1.2 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.

1.3 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 if the employee completes the three (3) month probationary period. Other benefits shall begin after the completion of the three (3) month probationary period.

2. UNION SECURITY

2.1 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.

2.2 The Employer agrees to deduct the union monthly membership dues from the pay of those employees who have authorized such deductions in writing pursuant to N.J.S.A.52:14-15.9E. The amounts so deducted 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.

3. WORK SCHEDULES

3.1 The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive for all clerical, pharmacy, laboratory and x-ray employees, and shall not include persons in continuous operations and professional employees. In the continuous operations there shall be a work week of five (5) consecutive days, and followed by two consecutive days off. Work performed on the sixth and seventh day shall be at premium pay as prescribed in this agreement.

3.2 The regular starting time of work shifts shall not be changed without reasonable notice to the affected employees and the Union.

3.3 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, classifications and ability. 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.

3.4 One 15-minute coffee break per shift for all workers 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.

3.5 One-half^{hour}/lunch period for all employees with lunch provided by employer.

4. OVERTIME

4.1a Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

4.1b All work performed in excess of eight (8) hours in any one day.

4.1c 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 for straight time after the seventh (7th) hour, for the first hour, and at time and one-half after the eighth (8th) hour. The sixth (6th) and seventh (7th) day shall be a premium day as described in this Contract. This covers all thirty-five-hour work week employees.

4.1d All work performed in excess of forty (40) hours in any one week.

4.1e Employees shall have the right to switch days off at Thanksgiving, Christmas and New Years if the employees are of equal qualifications or in similar positions if it does not involve overtime.

4.1f Compensatory time-off earned more than six months prior to the date of this Contract shall be given within six months after the date of this Contract. Compensatory time-off earned within three months before the date of this Contract shall be given within three months after the date of this Contract. All compensatory time earned after the date of this Contract shall be given within three months of it being earned.

4.1g Sick time, vacation time, and holiday time are to be considered part of the work week.

4.1h 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 in the work week.

4.2 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 during the first five work days. The sixth and seventh days shall be a premium day as described in this Contract. This covers all thirty-five (35)-hour work week employees, and all 40 hour work week employees.

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

5. CALL IN TIME

5.1 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 not less than three 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 hours of work. Thereafter, for the balance of his regular work shift he shall be paid at the appropriate rate.

6. PAY SCALES

6.1 Effective January 1, 1971 the pay scales for all employees covered by this Agreement shall be as set forth in

Appendix A attached hereto, subject to corrections of said Appendix for subsequently discovered errors. All employees not on their proper increment step (based on the total calendar years in which they held their present title) shall be given an additional increment or adjustment as the case may be on July 1, 1970. Part-time employees shall be given a six (6) percent cost of living increase, proportionate increments on their labor grade, shift differential and all fringe benefits except group insurance on a proportionate basis.

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

7. INSURANCE

7.1 Medical, hospitalization and major medical insurance coverage for each employee and his family as is now in effect. Life insurance for the employee as is presently in effect.

8. LEAVES OF ABSENCE

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

<u>Purpose of Leave</u>	<u>Number of days</u>	<u>Paid or Unpaid</u>	<u>Special Provision ... if any</u>
Personal Leave	3 per yr.	Paid	Department Head should be notified three (3) days in advance except in emergency situations and personal leave shall be non-cumulative from year to year.
Death Leave	1 per yr-	Paid	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.

Maternity	9 to 12 mos.	Unpaid	No loss of seniority
Occupational illness or accident	as provided by Resolution and law	Paid	As provided by insurance
Illness	15 days per yr.	Paid	Until discharged by doctor
Union Business	Outside activity Board approval	Paid	Arbitration cases. No approval necessary when within contract involved.

8.2 Employees returning from authorized leaves 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. No benefits, shall accrue during a leave of absence without pay.

8.3 No employee shall be eligible for a leave of absence until he has completed the probationary period.

8.4 A new employee who leaves the employment of the employer before having completed the probationary period shall not be entitled to any benefits under the within contract.

9, SENIORITY

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

9.2 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.

9.3 If a question arises concerning the seniority of two 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 are shown on the Employer's payroll record, and the Employer will make available to the Union the record pertaining to the individuals in question to determine the priority in which the names appear.

9.4 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 veteran's preference statutes. In the cases of lay-offs, re-call shift assignment, building assignment and vacation schedules, employees with the greatest amount of seniority shall be given preference if it does not interfere with patient care. In the case of temporary promotions, 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 veteran's 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.

9.5 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.

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

9.7 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 180 days of employment with the Employer at which time their seniority shall be considered to have commenced 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.

9.8 Nothing contained in this Agreement pertaining to seniority or seniority rights shall abrogate or in any way modify any of the rules or procedures of Civil Service and in any instance in which a provision of the within Agreement relating to seniority shall conflict with any provision of the Civil Service statute or rules, then the provision of this Agreement, to the extent that it is in conflict, should be null and void.

10. HOLIDAYS

10.1 The following days are recognized 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	Veteran's Day
Good Friday	Thanksgiving Day and day after
Memorial Day	1/2 day Christmas Eve
Independence Day	Christmas Day

10.2 Holidays which fall on a Saturday shall be celebrated on the preceeding 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.

10.3 Any other holiday or leave which may be granted to all other County employees by Resolution of the Board of Freeholders shall be granted to Preakness Hospital employees.

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

11. GRIEVANCE PROCEDURES

11.1 A grievance shall be any difference of opinion, controversy, or dispute arising between the parties hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

STEP 1 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. The superintendent shall respond to the Union steward or Grievance Committee Chairman in writing within five working days.

STEP 3 If the grievance still remains unadjusted, it shall be presented by the Union steward, or Union representative or Grievance Committee Chairman to the Director of Personnel of Passaic County in writing within five (5) days after the response of the superintendent is due. The Director of Personnel shall respond in writing to the Union Steward, representative or Chairman of Grievance Committee within five (5) working days.

STEP 4 If the grievance is still unresolved, within ten (10) days after written notice is received from the Director of Personnel, either party may request arbitration by the N.J. State Board of Mediation.

11.2 The arbitrator shall be selected pursuant to the rules of the N.J. Board of Mediation, and the arbitration proceedings shall be conducted pursuant to the rules of the N.J. State Board of Mediation.

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.

All of the provisions of this Agreement relating to grievance procedures are made subject to and subordinate to the provisions of the Civil Service statutes and Civil Service rules. The grievance procedures provided in this Agreement shall not be applicable to any matter which is cognizable under the Civil Service Statutes and Civil Service Rules. In the case of a dispute which is cognizable under the Civil Service Statutes or Civil Service Rules, the parties may utilize the provisions of the within Agreement for grievances, but such grievance procedures shall not be binding on either the Union, the employee, or the employer.

11.3 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 with 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.

11.4 Representatives of the Union, who are not employees of the employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing union representation matters. Such representatives shall also be recognized by the employer as an authorized spokesman for the Union in meetings between the parties regarding employee 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.

12. SAFETY AND HEALTH

12.1 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.

12.2 The employer and the union 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 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/loss of pay.

12.3 There shall be two attendants on duty in each ward on all shifts at all times.

13. WORK RULES

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

14. VACATIONS

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

				year
1 through 5 years	-	12 working days	vacation during each/	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.

14.2 At severance of employment all benefits such as compensatory time, 10 percent of accumulated sick 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.

15. SHIFT PAY CONTAGION WARD DIFFERENTIAL PAY

15.1 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 11:00 P.M. to 7:30 A.M. shall receive in addition to their regular pay, an additional ten (10) percent of their wages.

15.2 All employees, including part-time employees, working in the tuberculosis or accute communicable disease wards shall receive in addition to their regular pay, plus any shift differential which they may be receiving under paragraph 15.1, an additional five (5%) percent of their wages.

16. LONGEVITY PAY

16.1	4% of base pay =	10 years
	6% of base pay =	15 years
	8% of base pay =	20 years
	10% of base pay =	25 years

16.2 Effective January 1, 1972 there shall be a of base pay longevity payment of 2%/after 7 years of service.

17. WORK UNIFORMS

17.1 The employer shall furnish at its own cost and expense full uniforms for culinary, porters, laboratory employees pharmacy employees, watchman, engineering and attendants in dollar contagion and TB. Payment of a twenty/(\$20.00) annual uniform allowance will be made for institutional attendants during the month of July of each year.

18. CLASSIFICATION AND JOB DESCRIPTIONS

18.1 The classifications (and job descriptions) for employees covered by this Agreement shall be attached hereto as Appendix A and by reference are made a part of this Agreement.

18.2 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 and subject to any Civil Service statutes or regulations with no reductions in pay at any time.

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

19. GENERAL PROVISIONS

19.1 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.

19.2 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, whereupon the

parties agree immediately to negotiate a substitute for the invalidated portion thereof.

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

20. NO STRIKE OR LOCK-OUT PROVISION

20.1 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.

21. TERMINATION

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

21.2 This Agreement shall terminate on December 31, 1971, but all monetary benefits as set forth in the schedule attached hereto shall be retroactive to January 1, 1971.

The parties do hereby agree that negotiations for the renewal of the within contract or the extension of same shall commence on September 1, 1971.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and duly constituted officials this 1st day of July, 1971.

FOR THE UNION:

FOR THE EMPLOYER:

/S/ Bob Toloso

/S/ William J. Bate, Director
Passaic County Board of Chosen
Freeholders

/S/ Pres. J. Regan Evelina 1960

/S/ Donald Van Heemst
Clerk of the Board of Chosen
Freeholders

/S/ Elias J. Hatem, President
Board of Managers, Preakness
Hospital