

11/75 - 12/76

THIS BOOK DOES NOT CIRCULATE

AGREEMENT

Agreement made July 21, 1976, between County of Passaic, hereinafter referred to as "Employer," and Passaic Council #3, New Jersey Civil Service Association, Inc., hereinafter referred to as "Council" for and on behalf of the Registered Professional and Licensed Practical Nurses, and the employees now or hereafter employed by Employer in the Preakness Hospital.

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 satisfactory to both parties, and to avoid interruption or interference with the efficient operation of the Employer, which operation is essential to the well being of the citizens of Passaic County.

1.0 MANAGEMENT RIGHTS

1.1 The public Employer retains the rights in accordance with applicable laws and procedures, to: (a) direct employees, (b) 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) relieve employees from duties because of the lack of work or for other legitimate reasons, (d) maintain the efficiency of the Government operations entrusted to them, (e) determine the methods, means and personnel by which such operations are to be conducted and (f) take whatever action may be necessary to carry out the mission of the agency in situations of emergency, (g) take disciplinary action when an employee fails to comply with reasonable management requests.

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2.0

WORKWEEK

2.1 The normal workweek of the employees under this contract shall consist of five days on with two days off in the continuous operation.

3.0

HOURS OF WORK

3.1 The basic hours of work under this Agreement are as follows:

3.1.1 PREAKNESS HOSPITAL UNIT I

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.

3.1.2 PREAKNESS HOSPITAL UNIT II

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.

3.1.3 Employee work hour shall be divided into ten six-minute segments. An employee shall be considered as late for work if he does not report ready for work at his work station at his starting time. If an employee reports for work late four (4) or more minutes after starting time, he shall be docked in major segments of 1/10 of an hour of the employee's hourly rate.

3.1.4 If an employee is more than thirty (30) minutes late in reporting, the Director may send the employee home for the balance of that working day, in which event he shall not receive any pay for that day.

3.1.5 Said employees shall be entitled to a one-half hour lunch period and one (1) fifteen-minute coffee break at a time period to be approved by the Employer.

3.1.6 If an employee is required to work longer than his normal work day, all hours in excess of eight (8) in a work day or forty (40) during the particular workweek shall be at a rate one and one-half times the regular hourly rate.

3.1.7 Notwithstanding the aforementioned hours, an employee in the continuous operation shall not leave his assigned post until properly relieved by his replacement.

3.1.8 It is understood that in order to meet the demands of work, and if Employer requires, employees shall work in excess of the hours of work designated as the normal workday/week for their class title. Any employee who is required to work beyond the normal workday/week for his class title shall be compensated in the manner hereinafter prescribed.

3.1.9 Time and one-half the employee's regular rate of pay shall be paid in 15-minute segments after such employee shall have worked ten (10) minutes beyond the normal 8-hour work shift, provided that such employee reported for work on his original shift on time and, further, provided that said employee worked the full shift.

3.1.10 If an employee is scheduled to work on a day normally scheduled as his day off and has otherwise worked a regular schedule of work during the workweek (sick, vacation and holiday time are considered part of the workweek) such employee shall be paid at the rate of time and one-half his base pay.

#### 4.0 COMPENSATION

##### 4.1 CALENDAR YEAR 1975

4.1.1 Retroactive to January 1, 1975 the salary for all employees covered by this Agreement shall be paid in accordance with the 1974 Salary Guide.

4.1.2 All covered employees shall be paid the sum of One Hundred and Twenty-five (\$125.00) Dollars, a one-time stipend as catch-up for year 1975, provided the employee was on the active payroll for the full calendar year.

##### 4.2 CALENDAR YEAR 1976

4.2.1 Effective January 1, 1976 the present pay scales for all employees covered by this Agreement shall be adjusted by a six (6%) percent cost-of-living, as set forth in Schedule B annexed hereto and made a part hereof subject to corrections of said Appendix for subsequently discovered errors.

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

4.3.1 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.

4.3.2 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.

4.4 Longevity pay shall be determined by 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

4.5 Employees working on shifts whose 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, in addition to their regular pay, an additional 10% of their regular hourly rate computed from the pay scale set forth in Schedule B (modified by longevity pay set forth in 4.3 above).

5.0 PAY FOR TIME NOT WORKED

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

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

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

5.1.3 Employees entitled to vacation shall make their vacation time off request to the Department Head not later than April 15th of the current vacation year.

5.2 Every employee covered by this Agreement shall earn payment for absence due to illness at the rate of fifteen (15) days per year, which shall accumulate at the rate of 1.25 days per month.

5.2.1 Unused sick days shall be cumulative from year to year.

5.2.2 After an employee has used ten (10) or more sick days in any one calendar year, the Employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

5.2.3 After an employee has used three (3) continuous sick days the Employer shall have the right to demand that the employee furnish a note from his doctor that employee was in fact ill.

5.3 Every employee covered by this Agreement shall be allowed a maximum of three (3) days personal leave per year with pay provided that the Department Head be notified of such leave at least three (3) days in advance thereof, except in emergency situations. Such personal leave shall not be cumulative from year to year.

5.4 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.

5.4.1 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.

5.4.2 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.

5.4.3 Death leave shall not be cumulative from year to year.

5.5 The following days are recognized paid holidays, except as modified herein:

½ 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	½ day Christmas Eve
Independence Day	Christmas Day

5.5.1 Martin Luther King's Birthday shall be granted to the employees as a holiday provided it is so designated by the State of New Jersey as a legal holiday.

5.5.2 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.

5.5.3 Holidays for employees in the continuous operation shall be taken by mutual agreement with Hospital Management

5.5.4 If an employee scheduled to work on a holiday calls in sick, the employee shall be charged a sick day and, upon return to work, shall be required to provide a doctor's certificate satisfactory to the Department Head indicating reason for such absence. Said employee shall not receive any additional compensation for said day.

## 6.0 NON-CASH BENEFITS

6.1 The Employer will provide medical, hospitalization, major medical insurance coverage and life insurance for each employee covered by this Agreement as such coverage is presently in effect.

*Passaic Cty + RN (LPN)*

6.2 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.

6.2.1 The Superintendent of Preakness Hospital shall make available to all employees notice of current nursing-related courses being offered and available.

6.2.2 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.

7.0 MISCELLANEOUS BENEFITS

7.1 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.

7.2 The Employer agrees to deduct the Council's monthly membership dues from the pay of those employees who have authorized such deductions in writing, pursuant to N.J.S.A. 52:15-15.9E. 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.

7.3 Education courses for Nurses shall be paid by the hospital with the approval of the Board of Managers.

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

8.0

GRIEVANCE PROCEDURE

8.1 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. The Employer and the Council mutually agree to the following grievance steps:

8.2 The employee shall present the grievance, either verbally or in written form, to the employee's immediate Supervisor within 5 days of its occurrence. The Supervisor shall then attempt to adjust the matter and shall respond verbally to the employee within 5 working days.

8.3 If the grievance has not been settled, it shall be presented in writing by a Council Representative to the Department Head within 5 days after the Supervisor's response is received or due. The Department Head shall then respond to the Council Representative in writing within 5 working days.

8.4 If the grievance still remains unsettled, it shall be presented in writing by the Council Representative to the Director of Personnel within 5 days after the response of the Department Head is received or due. The Director of Personnel shall respond in writing to the Council Representative within 5 working days after the grievance has been received.

8.5 If the grievance is still unresolved within ten (10) days after written reply is received from the Director of Personnel, either party may request mediation of the grievance by the New Jersey State Board of Mediation.

9.0

MISCELLANEOUS PROVISIONS

9.1 Pursuant to N.J.S.A. 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.



9.2 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 mediation proceedings are instituted which involve a breach of the no-strike clause, the sole question for the mediator shall be whether the employee was engaged in the prohibited activity.

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

9.4 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 or her own duties.

9.5 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 court, whereupon the parties agree to immediately negotiate a substitute for the invalidated portion thereof.

9.6 The Employer shall not change or supplement this Agreement without first having notified the Council Representative and discussed the impact of such modification, change or supplement.

10.0 PERIOD OF AGREEMENT

10.1 This Agreement shall become effective retroactive to January 1, 1975 and shall remain in full force and effect until December 31, 1976 or until a successor Agreement is negotiated and executed, whichever shall last occur.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officials and duly considered

officials this 21<sup>st</sup> day of July, 1976.

FOR PASSAIC COUNCIL #3

N. J. CIVIL SERVICE ASSOCIATION:

FOR THE EMPLOYER:

*for* Will Taylor  
Elvia E. Taylor, President

Edward G. O'Byrne  
Edward G. O'Byrne, Director of  
Board of Chosen Freeholders

Mary Gallagher  
Trustee

Ralph Gambatese  
Ralph Gambatese, Clerk of the  
Board of Chosen Freeholders

Edna White R.N.  
Trustee

Samuel Hughes  
Samuel Hughes, Director of  
Personnel

Louis Santak R.N.

Ray M. Seidenman  
President of the Board of  
Managers, Preakness Hospital

SCHEDULE "B"

PRACTICAL NURSES - Level 11

<u>Incre.</u>								
374	7,493	7,867	8,241	8,615	8,989	9,363	9,737 *	10,462 **

SENIOR PRACTICAL NURSES - Level 12

393	7,867	8,260	8,653	9,046	9,439	9,832	10,225 *	10,950 **
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\* Maximum Regular Duty  
\*\* Maximum for Psycho Duty (\$725.00 additional)

GRADUATE NURSE - Level 16A

481	9,563	10,044	10,525	11,006	11,487	11,968	12,449 *	12,749 **	13,174 ***
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HEAD NURSE - Level 19B

554	11,350	11,904	12,458	13,012	13,566	14,120	14,674 *	15,399 **
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\* Maximum for Regular Duty, non-degree  
\*\* Additional \$300.00 for Degree Nurse  
\*\*\* Maximum for Psycho Duty (\$725.00 additional)