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COUNTY OF PASSAIC

JUN 27 1975

DIRECTOR OF PERSONNEL

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

AND

SUPERVISORY UNIT, LOCAL #2312, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

PREAMBLE

This Agreement entered into by the Board of Managers of Preakness Hospital of Passaic County, The Board of Chosen Freeholders of Passaic County, hereinafter referred to as the "Employer", and Local #2312, Council #52, 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.R.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 employers, at Preakness Hospital, Passaic County, except elected officials, heads and deputy heads of departments and agencies, and members of board and commissions.

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1.3 Employees shall also include probationary employees. 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.

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 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 WEEK

3.1 The work week shall consist of five (5) consecutive days, followed by two (2) consecutive days off. However, it is understood that each Supervisor has the overall responsibility for the proper functioning of their respective department.

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

3.4 One-half hour lunch period for all employees with lunch provided by Employer.

4. COMPENSATORY TIME

4.1 Supervisory employees shall be entitled to compensatory time off equal to the amount of time spent at work in excess of forty (40) hours in any one work week.

4.2 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.

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

5. PAY SCALES

5.1 Effective January 1, 1974 the pay scale for all employees covered by this Agreement shall be adjusted upward by six (6) percent cost-of-living (said increases are included in the 1974 Salary Guide attached hereto).

Effective January 1, 1974 Building Service Supervisor title shall be upgraded from Level 10 to Level 12.

In accordance with the understanding arrived at during negotiations in 1974 and 1975, effective January 1, 1975 pay scales for all employees covered by this Agreement shall be adjusted upward by five (5) percent cost-of-living (said increases are included in the 1975 Salary Guide attached hereto).

Excluding the Building Service Supervisor title, all other titles covered by this Agreement shall be upgraded one level, effective October 8, 1975.

Pay scales for all employees covered by this Agreement shall be as set forth in Appendix A.

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

a) All employees having an anniversary date between January 1st and June 30th shall receive the increment to which they would have been entitled on the employee's anniversary date, paid retroactive to January 1.

b) All employees having an anniversary date between July 1st and December 31st shall receive the increment to which they would have been entitled on the employee's anniversary date, paid July 1.

c) Employees at the maximum of their salary range shall receive the cost-of-living adjustment only.

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

6. INSURANCE

6.1 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.

7. LEAVES OF ABSENCE

7.1 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 year	Paid	Responsible Department Head must be notified three (3) days in advance except in emergency situations that arise unexpectedly.  Employee shall be credited with personal leave days and shall be reimbursed at the entitled employee's current rate for those days not used during the year on the twenty-fifth (25th) pay of the year.  Personal leave days shall not be cumulative from year to year.

<u>Purpose of Leave</u>	<u>Number of Days</u>	<u>Paid or Unpaid</u>	<u>Special Provision..... if any</u>
Death Leave	1 per year	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.  Employees shall be granted one (1) additional day off from work with no loss in pay in the event of a death in the family of a spouse, son and/or daughter.  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 year	Paid	Doctor's certificate may be required
Union Business	Outside activity Board Approval	Paid	

7.2 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.

7.3 No employee shall be eligible for a Leave of Absence until he has completed the probationary period.

7.4 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.

8. SENIORITY

8.1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire, exclusive of approved Leaves of Absence.

8.2 If an employee leaves, not by virtue of approved Leave of Absence, his seniority shall cease. If he is subsequently rehired, seniority will start with his new hiring date, all previous seniority being lost.

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

Seniority preference shall be determined by the order 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 individual in question to determine the order in which the names appear.

8.4 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 the Civil Service regulations and veteran's 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 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 shall be appointed to a higher level in the salary guide, the employee shall be placed in the same step in the level and the anniversary date he had in the lower level shall be utilized in computing the salary increment.

8.5 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.

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

8.7 Nothing contained in this Agreement pertaining to seniority or seniority rights shall abrogate or 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.

9. HOLIDAYS

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

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

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

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

9.4 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.

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

10. GRIEVANCE PROCEDURES

10.1 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 Supervisor shall present the grievance verbally to the Superintendent or his designee within five (5) days of its occurrence. The Superintendent and/or his designee shall attempt to adjust the matter and shall respond verbally to the Supervisor within five (5) working days.

STEP 2 If the grievance has not been settled, it shall be presented in writing by the Grievance Committee Chairman or the Executive Director of the Union to the Director of Personnel of Passaic County within five (5) days after the response of the Superintendent has been received or due. The Director of Personnel shall respond in writing to the Executive Director within ten (10) working days.

STEP 3 If the grievance remains unresolved, within ten (10) days after the matter of written response is received or due from the Director of Personnel, either party may request arbitration pursuant to the PERC rules and regulations 19:12-14. Either party may waive rules and regulations of PERC and demand final and binding arbitration as set forth herein.

10.2 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.



10.3 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 Rules; the parties may utilize the provision of the within Agreement for grievances, but such grievance procedures shall not be binding on either the Union, the employee or the Employer.

10.4 The Union shall 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.

10.5 Representatives of the Union, who are not employees of the Employer, upon proper notification to the Superintendent will be permitted to visit with Employee-Union representative during working hours at their work stations for purpose 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 visit inappropriate.

11. SAFETY AND HEALTH

11.1 The Employer shall at all times maintain safe and healthful working conditions and shall provide such tools or devices needed in order to insure their safety and health.

11.2 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 no loss of pay.

12. WORK RULES

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

13. VACATIONS

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

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

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.

13.2 At termination 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.

14. LONGEVITY PAY

14.1 Longevity pay shall be granted all employees in accordance with the following schedule:

2% of base pay after the completion of 7 years of service and	thereafter
4% of base pay after the completion of 10 years of service and	thereafter
6% of base pay after the completion of 15 years of service and	thereafter
8% of base pay after the completion of 20 years of service and	thereafter
10% of base pay after the completion of 25 years of service and	thereafter

15. CLASSIFICATION AND JOB DESCRIPTIONS

15.1 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.

15.2 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 to 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.

16. MANAGEMENT RIGHTS

16.1 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, (c) to suspend, demote, discharge or take other disciplinary action against employees for just cause, (d) to relieve employees from duties because of lack of work or for other legitimate reasons, (e) to maintain the efficiency of the Government operations entrusted to them, (f) to determine the methods,

means and personnel by which such operations are to be conducted, and (g) to take whatever action may be deemed necessary to carry out the mission of the agency, in situations of emergency.

17. GENERAL PROVISIONS

17.1 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.

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

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

18. EMPLOYEE TRAINING

18.1 Management will conduct skills training programs for the employees from time to time.

19. LABOR-MANAGEMENT MEETINGS

19.1 Periodic meetings shall be held as necessary for the purpose of review, discussion of matters of concern to the parties. Such meetings shall be called at reasonable times and for a duration not to exceed one (1) hour.

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, 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 1, Section 19.

21.2 This Agreement shall be retroactive to January 1, 1974 and shall remain in effect until December 31, 1975, or until a successor Agreement has been reached.

The parties do hereby agree that not later than August 1, 1975 the Union will present to the Employer with written proposal the Union's intent to negotiate on economic items for the following contract year.

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, 1975.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be signed by their proper officers and duly constituted officials this 15<sup>th</sup> day of July 1975

FOR THE UNION:

FOR THE EMPLOYER:

Chieftain C. J. J. J.  
Administrator *Council 52*

Charles S. Dorman  
Charles S. Dorman, Freeholder-Director, Passaic County Board of Chosen Freeholders

Catharine Tolson  
President

Ralph P. Gambatese  
Ralph P. Gambatese, Clerk to Board of Chosen Freeholders

Joseph J. Kefauver  
Secretary-Treasurer

Roger J. Buckelew  
Roger Buckelew, Pres. of Board of Managers, Preakness Hospital

Executive Director

Samuel Hughes  
Samuel Hughes, Director of Personnel

APPENDIX A  
SALARY GUIDE - 1974

<u>Level</u>	<u>Incre</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
5	265	5275	5540	5805	6070	6335	6600	6865
6	277	5540	5817	6094	6371	6648	6925	7202
7	291	5817	6108	6399	6690	6981	7272	7563
8	304	6108	6412	6716	7020	7324	7628	7932
9	322	6412	6734	7056	7378	7700	8022	8344
10	336	6734	7070	7406	7742	8078	8414	8750
11	353	7070	7423	7776	8129	8482	8835	9188
12	371	7423	7794	8165	8536	8907	9278	9649
13	389	7794	8183	8572	8961	9350	9739	10128
14	409	8183	8592	9001	9410	9819	10228	10637
15	430	8592	9022	9452	9882	10312	10742	11172
16	454	9022	9476	9930	10384	10838	11292	11746
17	474	9476	9950	10424	10898	11372	11846	12320
18	497	9950	10447	10944	11441	11938	12435	12932
19	523	10447	10970	11493	12016	12539	13062	13585
20	549	10970	11519	12063	12617	13166	13715	14264
21	576	11519	12095	12671	13247	13823	14399	14975
22	605	12095	12700	13305	13910	14515	15120	15725

APPENDIX A-1  
SALARY GUIDE - 1975

<u>Level</u>	<u>Incre</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
5	278	5538	5816	6094	6372	6650	6928	7206
7	306	6108	6414	6720	7026	7332	7638	7944
8	319	6413	6732	7051	7370	7689	8008	8327
9	338	6733	7071	7409	7747	8085	8423	8761
10	353	7071	7424	7777	8130	8483	8836	9189
11	371	7424	7795	8166	8537	8908	9279	9650
12	390	7794	8184	8574	8964	9354	9744	10134
13	408	8184	8592	9000	9408	9816	10224	10632
14	429	8592	9021	9450	9879	10308	10737	11166
15	451	9021	9472	9923	10374	10825	11276	11727
17	498	9949	10447	10945	11443	11941	12439	12937
18	521	10447	10968	11489	12010	12531	13052	13573
20	576	11518	12094	12670	13246	13822	14398	14974
21	605	12095	12700	13305	13910	14515	15120	15725