

2-04.36

02-00

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF BERGEN
(OPERATING THE BERGEN PINES COUNTY HOSPITAL)

and

NEW JERSEY EMPLOYEES LABOR UNION, LOCAL #1
(BERGEN PINES SUPERVISORY UNIT)

for the period from January 1, 1983, through December 31, 1984.

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| ARTICLE 1 - Regognition | 1 |
| ARTICLE 2 - Term of Agreement | 1 |
| ARTICLE 3 - Collective Negotiating Procedure | 1 |
| ARTICLE 4 - Management Rights | 2 |
| ARTICLE 5 - Discrimination and Coercion | 4 |
| ARTICLE 6 - Salaries and Wages; Shift Differential; Pay Checks; Promotional Payments; \$1,000 Spread | 4 |
| ARTICLE 7 - Longevity | 8 |
| ARTICLE 8 - Health Benefits | 9 |
| ARTICLE 9 - Personal Leave | 11 |
| ARTICLE 10 - Work Schedule, Overtime, Compensatory Time Off | 11 |
| ARTICLE 11 - Leaves of Absence and Seminar Payment | 15 |
| ARTICLE 12 - Vacations | 24 |
| ARTICLE 13 - Holidays | 26 |
| ARTICLE 14 - Pension | 27 |
| ARTICLE 15 - Grievance Procedure | 27 |
| ARTICLE 16 - Seniority Rights | 29 |
| ARTICLE 17 - Dues Checkoff | 29 |
| ARTICLE 18 - Fair Share Payments | 30 |
| ARTICLE 19 - Personnel File | 30 |
| ARTICLE 20 - Layoffs | 30 |
| ARTICLE 21 - Use of Personal Vehicle | 31 |
| ARTICLE 22 - Continuation of Contract Provisions | 31 |
| ARTICLE 23 - Maintenance of Benefits | 31 |
| ARTICLE 24 - Tuition Reimbursement | 32 |
| ARTICLE 25 - Uniforms | 32 |
| ARTICLE 26 - Professional Registration | 33 |
| ARTICLE 27 - Bulletin Board and Mailbox | 33 |
| ARTICLE 28 - Parking | 33 |
| ARTICLE 29 - Separability | 33 |
| ARTICLE 30 - Terminal Leave Payment | 34 |
| ARTICLE 31 - Notice to Union of New Employees | 35 |
| SIGNATURE PAGE | 35 |
| SCHEDULE A - Titles and Salary Ranges | |
| SCHEDULE B - Salary Scale - 1983 | |
| SCHEDULE C - Salary Scale - 1984 | |

THIS AGREEMENT is made this day of
1984 between the County of Bergen, operating the Bergen Pines
County Hospital (hereinafter referred to as "Hospital") and
New Jersey Employees Labor Union, Local #1 (Bergen Pines Super-
visory Unit) (hereinafter referred to as the "Union") :

WHEREAS, the parties have carried on collective bargain-
ing for the purpose of developing a contract covering wages,
hours of work and all other conditions of employment for certain
supervisory employees of the Hospital:

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - Recognition:

The Hospital hereby recognizes the Union as the exclusive
representative of the employees in the negotiating unit of all
professional and non-professional supervisory employees employed
by Hospital, but excluding all non-supervisory employees, nursing
supervisors, managerial executives, confidential employees, craft
employees, police, and all other employees. Attached hereto as
Schedule A is a list of all titles presently covered by this Agreement.

ARTICLE 2 - Term of Agreement:

This Agreement shall be in force from January 1, 1983 through
December 31, 1984.

ARTICLE 3 - Collective Negotiating Procedure:

1. Collective negotiations with respect to rates of pay, hours
of work or other conditions of employment shall be conducted by the
duly authorized negotiating agent of each of the parties. Not more
than four (4) representatives of each party, plus counsel, shall
participate in collective negotiating meetings, except by consent
of both parties.

2. Collective negotiations for the contract period beginning January 1, 1985 shall commence on or about June 1, 1984

3. Union representatives (not exceeding the number shown in Section 1) on duty during the periods agreed upon for negotiations shall be permitted to attend that negotiating session and subsequently regularly scheduled negotiating sessions as well as a one-half hour period prior thereto for consultation purposes without loss of pay. No other payment will be made to Union representatives for the negotiating session.

ARTICLE 4 - Management Rights:

Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the Superintendent of this Hospital, its Board of Managers, or the Board of Chosen Freeholders of the County of Bergen, or prevent them from carrying out the ordinary and customary functions of management or otherwise limit the rights, powers, duties, authority and responsibilities conferred upon them by law, or by any agency with regulatory powers or with authority to license or accredit health care agencies or their personnel.

Further, no management prerogative reserved solely to the discretion of the Hospital by the terms of this Agreement shall be made the subject of a grievance.

The Union agrees that among the activities, BUT NOT LIMITED TO THEM, over which Hospital management retains sole authority are the following:

1. The types of health care service to be provided by the Hospital.

2. The size and location of the Hospital ^{and} the numbers of specific units therein.

3. The means of providing health care services consistent with the requirements of law, quality standards of care, the practice of the medical staff and the welfare of patients.
4. Implementation of any program or technological change and introduction of new or improved methods, programs or facilities, whether or not the same cause an enlargement or a reduction in the working force or department, function or division.
5. The safety of patients and employees and the protection of property.
6. The size of the work force and the assignment of or transfer of employees to other departments or shifts as operations may require.
7. Determination of charges for services and other relationships between patients and the administration or Board of Managers of the Hospital.
8. Suspension or elimination and addition, reorganization, or expansion of services, with any consequent reduction or other change in the work force.
9. Selection of qualified employees for hire, scheduling, promotion, demotion, laying off, transfer, discipline and discharge for cause, except that such action shall be based on proper cause and shall be consistent with the Rules and Regulations of the Civil Service Commission.
10. Maintenance of facilities or services, including performance standards, required by licensure, accreditation or the Hospital's standards of patient care.
11. The appointment and conduct of such technical, operational or professional advisory personnel and committees as are required for the information of the Board of Managers and its administration or to meet the requirements of licensure, accreditation or other obligations.

12. The right to promulgate and enforce reasonable rules and regulations, provided such rules and regulations do not contravene other provisions of this Agreement.

It is agreed that when the Hospital, in the exercise of any management right, makes new rules or modifies existing rules governing working conditions, such action is negotiable and subject to the Grievance Procedure.

ARTICLE 5 - Discrimination and Coercion:

There shall be no discrimination, interference or coercion by the Hospital or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Hospital nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE 6 - Salaries and Wages:

1. Effective 1/1/83 and retroactive to that date, salary increases shall be provided as follows:

a. A sliding scale from 9.9% to 2.0%, as per Schedule B, attached hereto.

2. Effective 1/1/84 and retroactive to that date, salary increases shall be provided as follows:

a. A sliding scale from 9.2% to 2.0%, as per Schedule C, attached hereto.

3. Differential Pay:

a. Employees in departments with shift operations shall be paid a shift differential of 95 cents/hour, in addition to their regular hourly rates of pay, for all regularly scheduled hours of work prior to 7:00 a.m. or subsequent to 5:00 p.m. and for all regularly scheduled hours of work on a shift which starts at 3:00 p.m. or later (hereinafter referred to as "shift hours").

Payments for shift hours shall be in addition to any other payments to which an employee may be entitled under this contract for overtime work, work performed on a holiday or work performed on a weekend.

b. Employees, whose regularly scheduled hours of work include non-shift hours on Saturdays and Sundays, shall be paid a weekend differential of 50 cents per hour, in addition to their regular hourly rates of pay, for each such hour worked.

c. Employees, whose regularly scheduled hours of work include shift hours on Saturdays and/or Sundays, shall be paid both the shift and weekend differentials, set forth in subparagraphs a and b, above, in addition to their regular hourly rates of pay, for each such hour worked.

4. Pay Checks:

Paychecks shall be issued bi-weekly, on alternate Fridays, and shall be distributed in each department by the department head. Employees working a night shift may obtain their checks at the cashier's desk Thursday night. If an employee is not scheduled to report to work on a Friday, the Hospital shall arrange to permit the employee to pick up his/her salary check on Thursday night, provided notice thereof is given to the Hospital on or before Wednesday of that week.

5. Salary increases shall be added to the employees' base salaries and shall not be given as lump sum payments.

6. Every employee shall receive a salary no lower than the minimum salary indicated next to the employee's title on Schedule A attached hereto, If the employee's salary as of the last payroll period of 1982 was lower than the said minimum salary for the employee's title, the employee shall receive effective 1/1/83 either a percentage raise as set forth in paragraph 1, above, or the minimum salary set forth on the said Schedule A, whichever is higher.

7. Each employee who, by reason of title change or otherwise, becomes a member of the unit on or after 1/1/83, and who, immediately prior thereto, was an employee of the Hospital, shall receive salary increases pursuant to paragraphs 1 and 2 above, except that:

(a) during the employee's first calendar year as a member of the unit:

(i) the employee's "base pay" shall be the salary being received by the employee in the last payroll period before becoming a member of this unit, and

(ii) the salary increase shall be retroactive to the date that the employee became a member of this unit and not retroactive to 1/1 of that year, and

(iii) any salary increase received by the employee pursuant to another collective bargaining agreement to which the Hospital was a party shall be credited against any salary increase to be received hereunder; however, if the salary increase received pursuant to the other collective bargaining agreement exceeds the salary increase under this Agreement, the employee shall retain the higher increase.

(b) during the employee's second calendar year as a member of the unit, the employee's salary increase shall be effective as of 1/1 of the second calendar year and not as of the employee's anniversary date in his/her title, which is within this unit.

8. Each employee who becomes a member of the unit on or after 1/1/83 and who immediately, prior thereto, was not an employee of the Hospital, shall receive salary increases pursuant to paragraphs 1 and 2, above, except that:

(a) the first salary increase shall be effective 1 year after the date of the employee's start of employment with the Hospital and the second salary increase shall be on 1/1 thereafter

9. Each employee who receives a promotion and who is a member of this unit at the time of such promotion shall receive a salary increase of at least 5% as of the effective date of the promotion and shall thereafter receive salary increases pursuant to paragraphs 1 and 2, above, the first of which increases shall be given on the next succeeding 1/1.

10. In addition to the salary increases set forth in paragraphs 1 and 2, above, and after such salary increases have been applied, the salary of an employee covered by this Agreement (hereinafter, supervisor) is not at least \$1,000 higher than the salary of the highest paid employee who is actually supervised by the supervisor, the supervisor's salary shall be increased so that it is \$1,000 higher, subject to the following:

(a) this paragraph shall not be applicable if the supervisor and the supervised employee are both members of this unit;

(b) if the supervisor's salary increase under this paragraph is \$1,000 or less, it shall be paid forthwith, in full; if the increase is between \$1,000 and \$2,000, it shall be paid \$1,000 forthwith and the remainder forthwith (since the Agreement is being executed after 1/1/84); if the increase is in excess of \$2,000, it shall be paid \$1,000 forthwith and the remainder at the time of the last payroll payment in 1984;

(c) the determination as to whether the \$1,000 salary spread is present shall be made after negotiated salary increases for the years in question are applied to both the salaries of the supervisor and the supervised employee and shall be retroactive to the effective date of such negotiated increases.

(d) this paragraph shall be applicable on a continuing basis and shall not be restricted to supervisors and supervised employees employed by the Hospital as of the date hereof.

ARTICLE 7 - Longevity:

1. Annual payments shall be made to employees with unbroken, continuous long-term service to the Hospital as follows:

A. During 1983:

(i) employees completing 72 months (6 years) of service shall receive \$200;

(ii) employees completing 108 months (9 years) of service shall receive \$400;

(iii) employees completing 168 months (14 years) of service shall receive \$600;

(iv) employees completing 228 months (19 years) of service shall receive \$800.

B. During 1984, the amounts set forth in subparagraph A shall be as follows:

(i) \$200;

(ii) \$400;

(iii) \$800;

(iv) \$1,000.

2. Longevity payments shall be included as part of the base salary, except for the computation of premium pay.

3. Part-time employees must work a minimum of 20 hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.

4. Seasonal and per diem employees are not eligible.

Article 8 - Health Benefits

1. Hospital and Medical - Premiums for the current State Health Benefits Plan, including Blue Cross Hospitalization, Blue Shield Medical-Surgical Plan, and Major Medical Insurance Coverages, provided during the year 1982 for Hospital employees and their eligible dependents shall continue to be provided and shall be paid by the Hospital. Employees must work at least 20 hours per week to be eligible for such coverage.

2. Dental - The Hospital shall provide a dental care insurance program during the term of this Agreement sponsored by the New Jersey Dental Service Plan, Inc., being the same program provided during the year 1982 by the County of Bergen to certain of its white-collar employees by virtue of a collective bargaining agreement dated February 22, 1983 (hereinafter referred to as the "County white-collar contract"). All premiums for said Plan shall be paid by the Hospital.

3. Disability - The Hospital shall provide a disability benefits insurance program during the term of this Agreement sponsored by a company agreeable to both parties, subject to the following conditions:

A. The premium shall be paid in the following proportion: Hospital - 5.00; employee - 3.40. Any increase in the premium over the premium paid in 1982 shall be paid 50% by the Hospital and 50% by the employee. Employees who choose to join the Program shall make payment through payroll deductions; it is understood and agreed that no employee shall be obligated to participate in the said Program.

B. The benefits to be provided shall be those as provided during the year 1982 and shall include benefits of 70% of the employee's weekly wage to a maximum of \$150.00 per week and there shall be a 45-day waiting period with a maximum of 52 weeks in payments and shall include disability due to pregnancy;

C. An employee who becomes eligible for disability payment and who has sick leave accumulated shall be entitled to receive the disability payment, plus that amount of sick time required to give him/her his/her normal bi-weekly pay.

4. Prescription:

The Hospital shall provide a prescription payment insurance plan to all employees covered by this Agreement and with coverage for dependents, under the terms of which Plan:

a. Each employee shall pay the first two dollars of the cost of each prescription;

b. The insurance company shall pay any and all charges above the two-dollar payment made by the employee.

c. The Hospital shall pay the full premium.

5. Seasonal and per diem employees shall not be eligible for the benefits set forth above.

6. In the event the Hospital desires to enter into a program of self-insurance regarding coverage for the items set forth above, the parties agree to reopen negotiations solely as to this issue; provided, however, that no change in the Agreement shall be effective without the consent of both parties.

7. The Hospital shall provide that each employee who so desires shall receive an annual complete medical examination at no cost to the employee. Employees may receive medical assistance from the employee clinic during the work day, by notifying the department head prior to visiting the clinic. Clinic hours shall be Monday, Tuesdays, Thursdays, and Fridays, from 9:00 a.m. to 12:00 noon. There shall be no charge to an employee for services rendered at the employee clinic.

ARTICLE 9 - Personal Leave:

Employees who have completed ninety (90) days of full-time employment at the Hospital shall be entitled to one (1) personal leave day each year, non-cumulative, to be used whenever needed. Arrangements for such leave must be made by the employee at least one (1) week in advance, except in case of emergency. Personal leave shall be granted with full pay, and may be taken in half-day periods.

ARTICLE 10 - Work Schedule, Overtime, Compensatory Time Off:

1. Regular Hours:

The regular hours of work each day shall be consecutive, except for interruptions for meal periods and shall be from 8:30 a.m. to 5:00 p.m., with one-half hour off for lunch.

2. Work Week:

The regular work week shall consist of five (5) consecutive eight (8) hour days. This section does not apply to continuous operations employees as defined in Section 5.

3. Work Shift:

Eight (8) consecutive hours of work shall constitute a regular work shift. All full-time employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and ending time.

4. Work Schedule:

a. Work Schedules showing the employees' shifts, work days and hours shall be posted two (2) weeks in advance.

b. Individual work schedules may be changed by the Hospital to meet its needs, provided such changes are not made arbitrarily and subject to subsection d, below.

c. The Hospital will adapt schedules for students, within the existing shifts, to meet students' needs when consistent with the needs of the Hospital.

d. Except in cases of emergencies, department and individual work schedules shall not be changed unless ^{the Hospital gives} two (2) weeks' notification to the Union and affected employees and discusses the effect of the proposed schedule change with the Union and employees affected.

5. Continuous Operations:

Employees engaged in continuous operations are defined as employees engaged in an operation for which there is regularly scheduled employment for seven (7) days a week. In such cases, Saturday and Sunday work schedule shall be rotated equitably among the employees in the Departments in order to insure that all employees shall have 3 of every 4 weekends off.

Continuous operation employees shall, in all cases, receive four (4) days off in each two (2) week pay period consisting of one weekend and two (2) other days which need not be consecutive.

6. Rest Periods:

a. All employees' work schedules shall provide for a fifteen (15) minute paid rest period during each four (4) hour work period. The rest period shall, whenever practical, be scheduled near the middle of each four (4) hour period.

b. Employees who work beyond their regular ending time into the next shift shall receive a fifteen (15) minute paid rest period before they start to work on the next shift whenever the overtime period is expected to exceed two (2) hours. In addition, they shall be granted any regular rest period that occurs during the shift.

7. Clean-up Time:

Employees shall be granted a reasonable period not to exceed fifteen (15) minutes for cleanup and/or travel to central checkout location prior to the end of each work shift.

8. Lunch Periods & Meals:

All full shift employees covered by this Agreement shall have an unpaid lunch period of one-half (1/2) hour. Employees shall be permitted to leave their work area during lunch periods.

9. Additional Provisions for Supervisors of Technical Employees:

a. Except in emergencies, there will be no rotating of continuous shift assignments;

b. Changes in regular shift assignments on a voluntary basis will first be made by order of seniority and volunteers will receive preference before new hires;

c. The Hospital will endeavor to avoid involuntary changes in regular shift assignments by staffing the evening and nights shifts with new hires;

d. In the event that there are insufficient volunteers or new hires, involuntary changes in regular shift assignments will be made by inverse order of seniority and shall be temporary until a new hiree is employed;

e. Rotating as used in this section means the reassignment of an employee from one complete shift to a different complete shift within the continuous operation.

10. When the hours of work are increased or decreased due to the introduction of daylight savings time or a return to standard time, employees affected by the change will be paid for the hours which they actually work.

11. Call-Back:

a. Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of four (4) hours at time and one-half (1-1/2) rate.

b. No employee shall be sent home during his regular scheduled shift for the purpose of recalling him to work on a later shift,

12. Overtime:

a. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week. Every hour for which an employee is paid shall be considered time worked. In addition, time and one-half (1-1/2) shall be paid from ^{the beginning of} the 6th consecutive day of work.

b. Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (1/2) hour off without pay for the purpose of eating. A similar one-half (1/2) hour without pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

c. For work done between six (6) and fifteen (15) minutes after the hour, an employee will receive 15 minutes at time and one-half (1-1/2). For work done between 15 and 30 minutes after the hour, the employee will receive 30 minutes at time and one-half (1-1/2). For work done between 30 minutes and one hour, the employee will receive one (1) hour at time and one-half (1-1/2).

d. Overtime work shall be voluntary, except in case of emergency. In the event of an emergency, overtime shall be assigned by the Department Head on a rotating basis according to the appropriate job title for the work performed. An initial list shall be posted by the department head with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list.

e. All overtime worked shall be paid for as promptly as possible, and no later than four (4) weeks after it is worked.

13. Out-of-Title Work - In the event that an employee performs duties which are the duties of a title higher or superior to the employee's own title, for a period of five consecutive days, that employee shall be entitled to compensation, retroactive to the first hour so worked, at the rate provided for the higher or superior title, provided said rate is at least 5% higher than the rate being paid to the employee in his own title. The Hospital shall not rotate employees for periods of less than five (5) days performing the duties of a higher title in order to avoid payment of the higher rate.

ARTICLE 11 - Leaves of Absence:

A. Leaves Without Pay:

1. Eligibility Requirements: Permanent employees shall be eligible for leaves of absence without pay after six (6) months' service with the Hospital.

2. Application:

a. Any request for a leave of absence shall be submitted in advance, in writing, by the employee to his immediate supervisor. The request shall indicate the starting date of the leave of absence, the length of time being requested, and the reason therefor.

b. Authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor in writing, if feasible.

c. Any request for a leave of absence shall be answered promptly.

d. To the extent possible, employees shall be returned to the position they held at the time the leave of absence was approved.

e. Leave of absence shall not be granted to extend vacation periods, and may be denied on the basis of inappropriate reason, subject to grievance procedure. Requests for leave shall not be unreasonably denied.

f. Any employee on unpaid leave of absence shall not accrue sick, vacation or holiday leave during such period.

3. Educational Leave:

After completing one year of service, any permanent employee upon request shall be granted a leave of absence without pay for educational purposes. The total period of the leave of absence shall not exceed one (1) year. The leave of absence for such educational purposes shall not be granted more than once in every three-year period.

B. Leaves with Pay:

1. Jury Duty Leave:

An employee shall be granted leaves of absence with pay when the employee is required to report for jury duty. Fees received by the employee as a juror, other than meal and travel allowances, shall be paid over by the employee to the Hospital and the Hospital shall furnish to the employee a receipt for such money.

2. Sick Leave:

a. Sick leave shall be granted for:

- i. Absence from duty because of a personal illness, injury or accidental disability by reason of which the employee is unable to perform his/her usual duties;
- ii. Exposure to contagious disease which results in quarantine by the health authority;
- iii. Serious illness to a member of the employee's immediate family or household (as defined in Funeral Leave) requiring the employee's attention and care; leave under this sub-paragraph shall be limited to three (3) working days; if more than three (3) working days is required under this sub-paragraph, the employee may

request additional sick leave, the granting of which request shall be solely at the discretion of the Hospital.

iv. In case of an extended illness, the employee may use accrued compensatory time off or vacation leave.

v. Up to three (3) hours for an employee to visit a doctor or dentist.

b. If the employee is unable to report to work due to illness or for any other reason, the employee shall notify the department head in advance of the employee's scheduled reporting time.

c. For any sick leave of five (5) days or more, evidence substantiating the illness shall be submitted by the employee to the Hospital, if requested by the Hospital. If requested by the Hospital in any sick leave of five (5) days or more, the employee shall submit a doctor's certificate which attests to the fact that the employee or an eligible family member is under the doctor's care and that the employee was unable to work during said period. The Hospital retains the right in sick leaves of under five (5) days to conduct an inquiry into the sick leave request or to require an examination by a doctor selected by the Hospital.

d. The employee shall complete Form 183 "Absence Notification and Request for Approval of Leave" upon return to work or sooner in the case of a lengthy absence.

e. Unused sick leave shall accumulate without limit during an employee's employment with the County of Bergen.

f. Employees shall earn sick leave at the rate of one (1) day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1-1/4 days per month) for each calendar year thereafter. If an employee commences work prior to the fifteenth of the month, sick leave shall be earned for that month; if the employee begins work after the fifteenth of the month, sick leave shall not be earned for that month. Part-time employees shall earn sick leave on a proportional basis.

g. Paid sick leave shall be considered as time worked for purposes of overtime computation and benefit earnings.

3. Service Injury Leave:

a. An employee shall be entitled to service injury leave if the employee is unable to attend to the employee's usual duties due to an injury or illness which occurred while the employee was performing duties for the Hospital and which is compensable under the worker's compensation statute or any policy of worker's compensation insurance applicable to the said employee.

b. After all service injury leave has been exhausted, the employee may elect to use any accumulated sick leave, vacation, or compensatory time off to which the employee is entitled; the granting of any additional service injury leave shall be solely within the discretion of the Hospital.

c. Payment for service injury leave: Employees who have completed three (3) months' service with the Hospital and who have sustained a service injury will be compensated by the Hospital on a bi-weekly basis at the employee's regular base rate of pay, for the period of the employee's service injury leave, but not to exceed ninety (90) working days for each new and separate injury. Payment shall be made in either of the following ways:

i. A check issued by the Hospital in the full sum of the employee's base salary. Upon receipt of ^{worker's} compensation checks for temporary disability during the said ninety (90) day period, the employee shall endorse those checks over to the Hospital. Subject to it being permitted to do so by applicable Federal and state law or regulation, the Hospital shall record that portion of the salary checks equal to the amount of ^{worker's} the compensation checks covering partial disability as not being income to the employee for income tax purposes and the W-2 or similar form sent to the employee at the conclusion of each year shall not show such payments as income;

ii. A check issued by the Hospital in an amount equal to the difference between the employee's base salary and the amount of partial disability worker's compensation insurance payments received by the employee during the said ninety (90) day period;

iii. If eligibility for such payments is contested by the Hospital, eligibility will be based upon the decision of the New Jersey Division of Worker's Compensation under the terms of the New Jersey Worker's Compensation Act.

e. Contested Injuries: Charges may be made against sick leave accrual, if any, in any case where the Hospital is contesting the employee's eligibility for service injury leave. In the event that the Worker's Compensation Division determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the Worker's Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of injury, and to use vacation leave.

f. Service injury Leave is granted in lieu of and not in addition to worker's compensation benefits as to partial disability payments during the said 90-day period.

g. During any service injury leave, if requested by the Hospital, the employee shall submit a note from his or her treating physician setting forth the nature and extent of the injury sustained by the employee once every fourteen (14) days.

4. Funeral Leave:

a. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or any other relative residing in the employee's household.

b. In the event a death in the family of an employee occurs while an employee is on vacation, the employee is eligible for the funeral leave benefit provided herein, but the employee's vacation shall not be extended without Hospital approval.

5. Maternity Leave:

a. A female employee upon her request shall be granted permission to use accumulated sick leave for maternity and subsequent child care purposes.

b. In those instances where the ^{accumulated} employee's/sick leave benefits are / limited and when requested by the employee, the Hospital shall approve a leave of absence without pay not to exceed six (6) months, provided, however, that the total leave granted to the employee, including both accumulated sick leave and leave of absence without pay shall not exceed one (1) year. Upon her return to service, the employee shall be re-employed by the Hospital without a loss of pay and where feasible, shall be returned to the employee's former position.

c. The employee, if requested by the Hospital, shall submit adequate evidence of pregnancy.

6. Union Leave:

a. Members of the Union who are elected or designated by the Union to attend any meeting or educational conference of the Union or convention of the Union or other bodies with which the Union is affiliated shall be granted the necessary time off without loss of pay provided that notification is given to the Hospital in writing by the Union at least two (2) weeks in advance and provided that such requests are not in excess of ten (10) working days per year for all members. The Union may save Union Leave as defined in detail above from the first year of this agreement for use in the following year. The request ^{for such leave} shall be answered ^{by the Hospital} within five (5) working days of receipt by the Hospital of the request.

7. Military Duty Leave:

a. If an employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey, the employee shall receive a leave of absence with pay for the first two (2) weeks and a leave of absence without pay thereafter, which leave of absence without pay shall expire on the ninetieth (90th) day following the employee's release from active military service. Upon request of the Hospital, proof of active military duty shall be presented to the Hospital.

8. Military Training Leave:

a. An employee who is a member of any component of the Armed Forces of the United States or New Jersey and who is required to undergo military field training shall be granted a leave of absence with pay to take part in such training for a period of up to two (2) weeks. The employee shall supply a certified copy of orders for military training to the Hospital prior to the granting of such leave. Any pay received by the employee from the Government for the employee's participation in such military training shall be retained by the employee.

9. Personal Leave:

a. Employees who have completed ninety (90) days of full-time employment with the Hospital shall be entitled to one personal leave day each year, non-cumulative, to be used at the discretion of the employee. Arrangements for such leave must be made by the employee at least one (1) week in advance except in case of emergency. Personal leave shall be granted with full pay and may be taken in half-day periods.

10. Civil Service Examination Leave:

a. Employees shall be allowed time off with pay as needed to take open competitive and promotional examinations held by the New Jersey Department of Civil Service. Such time off must be requested in advance in writing and requests for such leave shall not be abused.

11. Court appearance leave:

a. An employee shall be paid for job-related court appearances. The employee shall present the subpoena to his immediate supervisor or department head upon receipt.

b. Employees taking court appearance leave shall be paid in accordance with the provisions of this contract dealing with call-back time and premium rates of pay.

12. Professional Seminar Leave and Payment:

a. Required Seminars:

i. If an employee is directed or required by the Hospital to attend a professional seminar or similar meeting or convention, the Hospital shall pay the employee's salary, together with all expenses reasonably incurred by the employee, during the employee's attendance.

b. Non-required Seminars:

i. Each employee shall be entitled to five (5) days' paid leave per year for the purpose of attending professional seminars which the employee is not obliged or directed to attend by the Hospital.

ii. In addition, the Hospital shall pre-pay the cost of registration and shall reimburse each employee granted such leave for the cost of attending such seminars including the cost of transportation, lodging and food, for the years 1983 and 1984, provided the Hospital's total obligation to all employees within the unit shall not exceed the sum arrived at by multiplying \$575.00 times the highest total number of employees contained within the unit at any one time during each of the years 1983 and 1984 and provided that no employee shall receive more than \$1,400.00 in any year (the limitation of \$1,400.00 is higher than the parties would have negotiated had it not been for the fact that this Agreement is being signed more than half-way through its term; the carry-over of the unexpended payments from 1983 to 1984, shall be considered peculiar to this Agreement, in light of the date of execution).

iii. Payments to employees shall be made on a first-come, first-served basis and shall be subject to subparagraph (iv) hereinafter.

iv. The Hospital shall notify the shop steward of the Union at the time that an application is made for such a payment. No payment shall be made by the Hospital, unless prior approval is received from the Union. The Union shall cause a committee to be formed, which shall consist of employees within the unit, which shall consider and approve or disapprove such applications. If no notice of disapproval or approval with modifications is received by the Hospital within 30 days of receipt by the shop steward of the employee's application, the Hospital shall consider that the Union has approved the application.

v. Payment shall be limited to \$50.00 per day for lodging and \$18.00 per day for food, or higher, if during the term of this agreement the Hospital or the County modifies its policy to provide for a higher limitation.

ARTICLE 12 - Vacations:

A. All full-time employees shall be entitled to the following consecutive vacation periods:

1. One day per month in the first year for the first eleven months and four days in the twelfth month, provided the initial date of hire is on or before the fourth day of the month;
2. From the beginning of the second year to and including the fifth year, one and one-quarter days per month (15 days per year);
3. From the beginning of the sixth year and thereafter, one and two-thirds days per month (20 days per year).

B. Part-time employees shall receive vacation leave in an amount proportional to the vacation leave received by a full-time employee.

C. When feasible, vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his/her choice of vacation. Unless vacation preferences are submitted within twenty-one (21) calendar days following the written request for such, the employee shall forfeit his/her seniority rights with respect to vacation preference.

D. Vacation leave may be accumulated for one year.

E. If a holiday occurs during any paid vacation period, the employee shall receive credit for that holiday.

F. Any employee who is laid off, discharged, retired or separated from the service of the Hospital for any reason prior to taking his/her vacation leave shall be paid for any unused vacation leave he/she has accumulated.

G. In the case of the death of an employee, accumulated vacation leave shall be paid to the employee's estate.

H. Employees on an approved paid leave will continue to accrue vacation leave according to length of service and regular work schedules.

I. Prior to commencing vacation, employees shall receive payment for the salaries they will earn during their vacation leave to the extent that they have earned and accrued such vacation time, provided:

- (a) at least a one-week vacation is to be taken; and
- (b) the employee has notified his/her department head at least thirty (30) days prior to the commencement of the vacation.

ARTICLE 13 - Holidays

A. The Hospital agrees to furnish the following holidays with pay to all employees covered by this Agreement:

| | |
|-------------------------------|-------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King's Birthday | Election Day |
| Lincoln's Birthday | Veterans' Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Each employee's birthday. |
| Labor Day | |

Employees shall be granted any additional holiday time which is authorized by Resolution of the Bergen County Board of Chosen Freeholders.

B. Whenever any holiday falls on a Sunday, it shall be observed on the succeeding Monday; if it falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a day which is a paid absence for an employee, the employee shall receive full credit for that holiday.

C. Employees regularly scheduled to work less than forty (40) hours per week shall receive holiday benefits on a pro-rated basis.

D. To be eligible for a holiday benefit, the employee must have worked on his/her last scheduled work day before the holiday and on his/her first scheduled work day after the holiday, except when an employee is absent on a previously approved absence with pay.

E. If requested by the Hospital, an employee who calls in sick on his/her last scheduled work day immediately preceding or following a holiday shall be required to submit a doctor's certificate to the payroll office within five (5) days of the holiday in order to be eligible for the holiday benefit.

F. If an employee works on a holiday, in addition to his/her holiday pay (including shift differential where applicable), the employee shall receive straight time (including shift differential where applicable), together with premium pay of 50 cents per hour for all hours actually worked. At the option of the employee, the holiday benefit may be taken in a salary payment or in CTO time.

ARTICLE 14 - Pension:

A. The Hospital shall continue in effect the pension plan provided to its employees in 1980, including the life insurance benefit so provided.

ARTICLE 15 - Grievance Procedure:

A. The term grievance as used herein shall mean any controversy arising over the interpretation, application, or alleged violation of policies or administrative decisions affecting terms and conditions of employment including discipline or of the express terms of this Agreement and may be raised by an individual employee or the Union.

B. Step 1 - Department Head:

1. A grievance shall be in writing and shall be delivered to the Department Head. Within four (4) working days after receipt by the Department Head of the grievance, a meeting will be held at a mutually convenient time and place among the Department Head, the employee and a representative of the Union. Within four (4) working

days thereafter, the Department Head shall deliver his/^{her}written decision to the employee and the Union. If the employee or the Union is not satisfied with the decision, within ten (10) working days of the receipt by the employee and the Union of the said written decision, an appeal shall be filed with the Personnel Director of the Hospital and the parties shall proceed to Step 2 as set forth below.

C. Step 2 - Personnel Director:

1. Within ten (10) working days of the receipt by the Personnel Director of the appeal, a hearing will be held at a mutually convenient time and place among the Personnel Director, the employee and the Union. The parties may have counsel present. The Personnel Director shall render his/^{her}decision in writing within ten (10) working days of the termination of the hearing and shall serve a copy of his/^{her}decision upon the employee and the Union. If the employee or the Union is dissatisfied with the decision, within thirty (30) days of their receipt of the decision, the employee or the Union shall have the right to submit the grievance to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The employee or the Union shall deliver written notice of its decision to appeal to the Public Employment Relations Commission within thirty (30) days of the receipt by the employee and the Union of the Personnel Director's decision. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of this Agreement. The decision shall be rendered within thirty (30) days after the completion of the hearing and shall be binding upon all parties. The cost of the arbitrator and his expenses shall be borne equally by the parties unless otherwise provided by law.

D. In the event that the subject matter of the grievance is such that a remedy under the Rules and Regulations of the Civil Service Commission is available, the employee shall have the obligation to pursue the remedy provided by the Civil Service Rules, Regulations and Statutes and the foregoing procedure shall be deemed not to apply to such a grievance.

E. In order to provide the orderly handling of grievance matters, the shop steward of the Union shall be released from his/her duties for reasonable periods of time for the purpose of handling grievance matters, whether or not such grievance matters have been formalized by the filing of a complaint.

ARTICLE 16 - Seniority Rights:

A. Employees shall be entitled to recognition for seniority with respect to changes in job assignment, hours or working conditions. Seniority shall be based upon length of service with the Hospital.

ARTICLE 17 - Dues Checkoff:

A. Payroll deductions for dues shall be made by the Hospital upon the submission by the Union to the Hospital of employee authorizations for the deduction of dues. The Hospital shall forward dues to the Union at regular intervals, but not less often than once every eight weeks. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes.

ARTICLE 18 - Fair Share Payments:

A. In addition to the payroll deductions for dues provided for above, the Hospital shall deduct 85% of the amount deducted from employees pursuant to the above article as a representation fee in lieu of dues from those employees covered by this Agreement who have not executed authorizations permitting the Hospital to withhold the full amount of the Union dues and shall forward that amount not less often than every eighth week to the Union, provided that the Union complies with the requirements of N.J.S.A. 34:13A-5.4 et seq.

ARTICLE 19 - Personnel File:

A. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character shall be placed in the Hospital's personnel file without first having been shown to the employee and the employee having been given the opportunity to review them and to place a letter or other document in the file commenting concerning such entry, notation, document, etc. An employee shall be entitled to review his/her personnel file provided the request to do so is in writing and at least three (3) days' notice is given to the Personnel Office of such request.

ARTICLE 20 - Layoffs:

A. In the event layoffs become necessary, the provisions of the New Jersey Department of Civil Service Administration Rules 4:1-16 to 4:1-16.6 shall be followed.

B. Notice shall be forwarded to the Union by the Hospital of any general layoff or of any layoffs limited to one or more departments at least (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

ARTICLE 21 - Use of Personal Vehicle:

A. Whenever an employee is required to use his/her own vehicle on Hospital business, he/she shall be compensated for such usage at the rate of 20 cents per mile. In addition, employees shall be paid an additional one cent per mile for each 15-cent increase in the retail price of a gallon of gasoline over and above such price as of 1/1/83. The computation of such increase shall be based upon the average price of a gallon of gasoline sold at three retail gasoline stations in Bergen County to be agreed upon by the parties.

ARTICLE 22 - Continuation of Contract Provisions:

A. All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

ARTICLE 23 - Maintenance of Benefits:

A. Except as this Agreement shall otherwise provide, all terms, benefits and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Hospital in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE 24 - Tuition Reimbursement:

A. Employees shall receive tuition reimbursement provided the following conditions are met:

1. The employee shall be employed by the Hospital for one (1) year.
2. The course or credit for which tuition reimbursement is sought shall have been previously approved in writing by the Department Head, which approval or disapproval may not be the subject of arbitration under the grievance procedure.
3. The employee must receive a passing grade; a grade of "D" shall not be considered "passing" for the purposes of this Article.
4. Reimbursement to an individual employee shall not exceed \$200.00 in any year.
5. If the employee terminates his/her employment with the Hospital within one (1) year of receiving the tuition reimbursement, the employee shall pay back the amount of the tuition reimbursement to the Hospital.

ARTICLE 25 - Uniforms:

A. The Hospital shall supply five (5) uniforms to the Head Dietician and _____ to each maintenance person within the unit and shall supply five (5) lab coats to persons working in the laboratories, upon payment by each employee to whom the uniform or lab coat is to be issued of the sum of \$15.00, which shall be a one-time payment. The uniform or lab coat is to be returned to the Hospital upon the employee's termination of his/her employment, it being understood that the Hospital may elect to rent the uniforms or lab coats rather than purchase them. The employee shall be responsible for laundering the uniform or lab coat. The Hospital shall replace uniforms and lab coats which are worn or damaged.

ARTICLE 26 - Professional Registration:

A. The Hospital shall reimburse each employee for the cost of maintaining membership in a professional organization or for securing a license or registration or certification provided membership in the professional organization or the issuance of the license, registration or certification is required by the Hospital or is required by the employee's title or position or is required for the lack of which continued certification of the Hospital or would result in the Hospital being cited for a deficiency by the Joint Commission.

ARTICLE 27 - Bulletin Board and Mailbox:

A. The Hospital shall maintain a bulletin board for use by the Union in an area of the Hospital to which all employees covered by this Agreement have access for the purpose of posting notices of Union activities, meetings, business, etc.

B. The Hospital shall continue the practice of maintaining a mailbox for use by the Union and Union members for Union business.

ARTICLE 28 - Parking:

A. The Hospital shall provide free parking for all employees and shall designate certain parking areas as employee parking only and shall distribute to employees parking stickers entitling employees covered by this Agreement to park in such restricted areas.

ARTICLE 29 - Separability:

A. In the event that any provision of this Agreement is adjudicated illegal or unenforceable, then the remaining portions or provisions of this Agreement shall continue in full force and effect.

ARTICLE 30 - Terminal Leave Payment:

A. Employees, upon separation from employment for any reason, shall be entitled to payment for all accrued unused holiday and vacation time.

B. In addition to the benefits contained in paragraph A, employees, upon retirement, or employees who terminate their service after reaching age sixty (60) who are not covered by the Public Employees Retirement System shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2 below, whichever is selected by the employee:

1. Option 1 - One-half (1/2) of the employee's earned an unused accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve-month period immediately prior to the effective date of retirement, provided, however, that no such lump sum payment shall exceed \$16,000.00, or whatever maximum payment shall be permitted by law;

2. Option 2 - One day of pay, the hourly rate of pay having been computed as in Option 1 above, for each full year of service.

In addition, in the event of the death of an employee, the estate of that employee shall receive the terminal leave lump sum payment according to the Option selected by the estate, provided that the employee has been employed by the Hospital for seven (7) consecutive years.

Part-time employees shall be eligible for this benefit provided they have worked a minimum of twenty (20) hours per week.

ARTICLE 31. Notice to Union of New Employees:

Within thirty (30) days of the commencement of employment of an employee who supervises other employees in the Hospital or whom the Hospital considers to be an employee covered by this Agreement, the Hospital shall forward to the Union the following concerning such employee:

- A. Name and address;
- B. Title;
- C. Rate of pay;
- D. Date of start of employment;
- E. Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

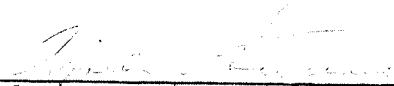

ATTEST:

BERGEN PINES COUNTY HOSPITAL

By 

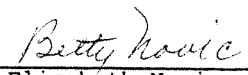
ATTEST:

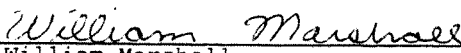
NEW JERSEY EMPLOYEES LABOR UNION,
LOCAL #1 (BERGEN PINES SUPERVISORY
UNIT)

By 
_____ Agnita Hastings, President

By 
_____ Robert Bedell, Shop Steward
and Negotiating Committee Member

WITNESSETH:

By 
_____ Elizabeth Novic

By 
_____ William Marshall

2/28/84

TITLE AND SALARY RANGES

| TITLES | MIN. 1983 | MAX. 1983 | MIN. 1984 | MAX. 1984 |
|---|--------------|--------------|--------------|--------------|
| Psychiatric Social Worker Supervisor | \$18,649 | \$30,408 | \$20,346 | \$33,059 |
| Senior Nuclear Medical Technologist | \$18,117 | \$24,024 | \$19,766 | \$26,162 |
| Chief Medical Technologist | \$21,880 | \$26,160 | \$23,849 | \$28,488 |
| Chief Chemist, Pathology Laboratory | \$17,568 | | \$19,184 | |
| Chief Clinical Psychologist | \$21,880 | | \$23,849 | |
| Chief Hematologist | | | | |
| Chief Toxicologist | | | | |
| Chief Microbiologist/Public Health/ Environmental Control Officer | | | | |
| Supervising Nuclear Medical Technologist | | | | |
| Assistant Supervising Nuclear Medical Technologist | | | | |
| Chief Serologist | \$16,485 | \$19,728 | \$18,002 | \$21,523 |
| Store Keeper | \$19,728 | \$27,225 | \$21,523 | \$29,621 |
| Chief Stationery Engineer | \$14,287 | \$19,728 | \$15,601 | \$21,523 |
| Principal Medical Stenographer | \$14,287 | | \$15,601 | |
| Supervising Clerk Typist | \$19,728 | \$27,225 | \$21,523 | \$29,621 |
| Building Service Supervisor | \$18,117 | \$24,024 | \$19,766 | \$26,162 |
| Admissions Officer | \$16,210 | \$23,500 | \$17,701 | \$25,615 |
| Senior Recreation Therapist | \$19,728 | \$27,225 | \$21,523 | \$29,621 |
| Food Service Supervisor | \$19,728 | \$27,225 | \$21,523 | \$29,621 |
| Buyer | \$16,485 | | \$18,002 | |
| Purchasing Assistant | \$13,738 | \$17,568 | \$15,002 | \$19,184 |
| Patient Account Coordinator | \$16,485 | | \$18,002 | |
| Instructor of Medical Technology | | | | |
| Laundry Supervisor | \$19,728 | \$27,225 | \$21,523 | \$29,621 |
| Landscape Foreman m/w | \$18,649 | \$26,160 | \$20,346 | \$28,488 |
| Assistant to Chief Engineer of HVAC | | | | |
| Social Service Coordinator, Drug Abuse & Alcohol Treatment Program | \$18,649 | \$30,408 | \$20,346 | \$33,059 |
| Supervisor of Communications | \$13,188 | \$18,649 | \$14,401 | \$20,346 |
| Medical Social Case Work Supervisor | \$17,568 | \$27,225 | \$19,184 | \$29,621 |
| Supervisor of Print Shop Operations | \$19,728 | \$27,225 | \$21,523 | \$29,621 |
| Senior EEG Technician | \$14,287 | \$21,880 | \$15,601 | \$23,849 |
| Senior Histology Technician | \$14,287 | \$21,880 | \$15,601 | \$23,849 |
| Supervising X-ray Technician | \$14,287 | \$21,880 | \$15,601 | \$23,849 |

TITLE AND SALARY RANGES

| <u>TITLES</u> | <u>MIN.</u> <u>1983</u> | <u>MAX.</u> <u>1983</u> | <u>MIN.</u> <u>1984</u> | <u>MAX.</u> <u>1984</u> |
|--------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| Medical Technologist | \$14,287 | \$21,880 | \$15,601 | \$23,849 |
| Assistant Chief Microbiologist | \$16,210 | \$22,953 | \$17,701 | \$25,019 |
| Head Dietician | \$19,728 | \$28,288 | \$21,523 | \$30,777 |
| Chief Engineer, HVAC | \$19,728 | \$27,225 | \$21,523 | \$29,621 |
| Payroll Supervisor | | | | |
| Supervising Inventory Clerk | | | | |
| Benefits Supervisor | | | | |
| Sanitation Foreman m/w | | | | |
| Refrigeration Foreman m/w | | | | |
| Electrician Foreman m/w | | | | |
| Plumber Foreman m/w | | | | |
| Carpenter Foreman m/w | | | | |
| Medical Records Librarian | | | | |
| Payroll Supervisor | \$19,728 | | \$21,523 | |

All other titles held by supervisory personnel and all future titles used by the employer and held by supervisory personnel.

It is agreed that the following titles are the subject of an appeal to the Superior Court, Appellate Division, from a decision of PERC and it is unresolved at this time as to whether they will or will not be included within this unit:

Administrative Analyst; Chief Respiratory Therapist; Physical Therapy Chief; Manager, Radiology Department; Hospital Cost Accountant.

It is agreed that if at any time during the term of this Agreement, the maximum salary set forth above for a title is lower than the highest salary to be received or being received by any employee within that title, the maximum salary shall be raised to at least equal that said highest salary.

NJELU, LOCAL #1
BERGEN PINES SUPERVISORY UNIT

SLIDING SCALE FOR 1983

| <u>Employee's salary as of last payroll period of 1982</u> | <u>Increase in base salary over salary as of last payroll period of 1982, to be effective 1/1/83</u> |
|--|--|
| Under \$16,000 | 9.9% |
| from \$16,000 through \$16,999 | 9.8% |
| from \$17,000 through \$17,999 | 9.7% |
| from \$18,000 through \$18,999 | 9.6% |
| from \$19,000 through \$19,999 | 9.5% |
| from \$20,000 through \$20,999 | 9.4% |
| from \$21,000 through \$21,999 | 9.3% |
| from \$22,000 through \$22,999 | 9.2% |
| from \$23,000 through \$23,999 | 9.1% |
| from \$24,000 through \$24,999 | 9.0% |
| from \$25,000 through \$25,999 | 8.9% |
| from \$26,000 through \$26,999 | 8.8% |
| from \$27,000 through \$27,999 | 8.7% |
| from \$28,000 through \$28,999 | 8.6% |
| from \$29,000 through \$29,999 | 8.5% |
| from \$30,000 through \$30,999 | 8.4% |
| from \$31,000 through \$31,999 | 8.3% |
| from \$32,000 through \$32,999 | 8.2% |
| from \$33,000 through \$33,999 | 8.1% |
| from \$34,000 through \$34,999 | 8.0% |
| from \$35,000 through \$35,999 | 7.9% |
| from \$36,000 through \$36,999 | 7.0% |
| from \$37,000 through \$37,999 | 6.0% |
| from \$38,000 through \$38,999 | 5.0% |
| from \$39,000 through \$39,999 | 4.0% |
| \$40,000 and over | 2.0% |

SCHEDULE B

2/28/84

NJELU, LOCAL #1
BERGEN PINES SUPERVISORY UNIT

SLIDING SCALE for 1984

| <u>Employee's salary as of last payroll period of 1983</u> | <u>Increase in base salary as of last payroll period of 1983, to be effective 1/1/84</u> |
|--|--|
| Under \$17,600 | 9.2% |
| from \$17,600 through \$20,599 | 9.1% |
| from \$20,600 through \$23,599 | 9.0% |
| from \$23,600 through \$26,599 | 8.9% |
| from \$26,600 through \$29,599 | 8.8% |
| from \$29,600 through \$32,599 | 8.7% |
| from \$32,600 through \$35,599 | 8.6% |
| from \$35,600 through \$38,599 | 8.5% |
| from \$38,600 through \$41,599 | 8.4% |
| from \$41,600 through \$44,599 | 8.3% |
| from \$44,600 through \$47,599 | 8.2% |
| from \$47,600 through \$50,599 | 8.1% |
| from \$50,600 through \$53,599 | 5.0% |
| from \$53,600 through \$56,599 | 4.0% |
| \$57,000 and over | 2.0% |