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AGREEMENT

BETWEEN:

BERGEN PINES COUNTY HOSPITAL

PARAMUS, NEW JERSEY

AND

JNESO NON-SUPERVISORY UNIT

EFFECTIVE 1/1/89 through 12/31/90

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PREAMBLE

THIS AGREEMENT, is made on this 1st day of January, 1989, by and between the County of Bergen, operating the Bergen Pines County Hospital, in Paramus, New Jersey, hereinafter referred to as the "Employer"; and the Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO, hereinafter known as the "Local Unit"; and JNESO, hereinafter known as the "Union".

W I T N E S S E T H

WHEREAS, it is the desire, intent and purpose of the parties hereto that this Agreement shall provide for improved patient care through the maintenance of high standards of nursing; and

WHEREAS, it is also the intent of the parties that this Agreement shall make the provision for the terms and conditions of employment to be observed between the parties hereto in order that good employer-employee relations will continue to exist;

NOW, THEREFORE, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows:

ARTICLE I - RECOGNITION

The Employer recognizes the Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO, as the exclusive representative of the Registered Professional Nurses employed by the Employer in the classification of Graduate Nurses, Registered Nurses, Instructor of Nurses, Instructor of In-Service Nursing, Coordinators of Utilization Review, Coordinators of Infection Control, Cardiac Nurse Coordinator, Clinical Specialists or any classification requiring an R.N. license issued by the New Jersey Board of Nursing for the purpose of collective negotiations under Chapter 303 of the Public Laws of New Jersey of 1974 and Chapter 123 of the Public Laws of New Jersey and any amendatory provisions as may be made thereto, with respect to salary, hours of work and other terms and conditions of employment. The Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO shall serve as exclusive representative for purposes of collective negotiations as aforesaid for all of such Registered Professional

Nurses, including those on a part-time and per diem basis, but excluding the Director of Nursing Services, the Associate Director of Nursing, Divisional Directors of Nursing, the Senior Assistant Directors of Nursing, the Assistant Directors of Nursing, and all other supervisory personnel as defined within the meaning of the Act. The Employer may create such new non-supervisory titles as it may deem necessary.

ARTICLE II - ASSOCIATION NOTIFICATION

Section 1. The Association and the Local Unit President shall be notified at the Employer's earliest convenience not to exceed ten (10) working days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions. A member of the bargaining unit shall be appointed by the Local Unit Executive Committee to serve on each Bergen Pines County Hospital Nursing Policy Committee. Changes which are the subject of mandatory negotiations will be negotiated with the Union and the Local Unit before they are established or promulgated.

Section 2. The Employer agrees to notify both the Association and the Local Unit Recording Secretary of all newly hired employees represented by the Association. Notification shall be monthly and information shall include the name, full address, telephone number, shift, unit assignment, employment status, number of hours weekly, effective salary rate and date of employment. Monthly notice will also be given of change in professional status, termination/resignation, change in unit assignment or position, name change and leave of absence. The Personnel Officer shall be responsible for issuing said list on a monthly basis.

Newly-hired employees shall be advised by the Nurse Recruiter that nurses in the Bargaining Unit are represented by the Local Unit for all terms and conditions of employment and existence of an Agency Shop. Management shall notify the Union President and the membership chairperson annually of each hospital-wide orientation program. The membership chairperson or designee shall have a 15 (fifteen) minute period to meet with all new bargaining unit employees during first day of the Orientation.

The Employer will provide the Local Unit with bulletin boards (36" x 36") so that the Local Unit can communicate with the employees that it represents. These bulletin boards shall be located in front of the Nursing Office of Building 6, Buildings 11, 5-1, Building 12 Nurses' Lounge, Building 10-second floor North Wing and Building 14 adjacent to Room E-115. All bulletin boards not currently in place shall be erected within thirty (30) days of contract ratification. They will be conveniently located but will not be placed so as to interfere

with patient care. Such bulletin boards will be identified "For Bergen Pines County Hospital, Professional Nurse Association-Non-Supervisory" and will be for their exclusive use.

Section 3. Time for negotiations will be mutually agreed upon by the Association and the Employer. Eight (8) members of the Local Unit's negotiations committee shall be considered on duty while attending negotiations and shall receive their customary rate of pay.

ARTICLE III - LABOR MANAGEMENT MEETING

Labor - Management Meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Hospital may be arranged by mutual agreement between the Local President/or Union Representative and the Hospital Administrator or his designee.

Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made as far in advance as possible, including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be presented at the time the conference is requested and matters taken up at the conference shall be limited to those included in the agenda unless mutually agreed upon to the contrary. The members of the Union attending such conferences shall not lose time or pay for time so spent, nor for up to one-half (1/2) hour spent in meeting together preceding such a conference. Minutes will be taken by the Recording Secretary of the Local Unit or designee. Minutes shall be signed and accepted by both parties prior to the end of the meeting. Any written response will be sent upon request within a reasonable time period. The President of the Local Unit shall be released from duty without loss of pay to attend labor-management meetings.

ARTICLE IV NURSES' RIGHTS

Pursuant to Chapter 303 of the Public Laws of 1968, and Chapter 123 of the Public Laws of 1974 and any amendatory sections made thereto, the Employer hereby agrees that every Registered Professional Nurse subject to this Agreement shall have the right to freely organize, join and support the Association (or Organization) and its affiliates for the purpose of engaging in collective negotiations.

The Employer further agrees that it shall not directly or indirectly discourage or coerce any nurse in the enjoyment of

any rights conferred by Chapter 303 of the PLNJ of 1968, or Chapter 123 of the PLNJ of 1974 or other laws of New Jersey, the Constitution of New Jersey or the Constitution of the United States; that it shall not discriminate against such nurse with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association (or Organization) and affiliates or participation in any lawful activities of the Association or its affiliates, collective negotiations with the Bergen Pines County Hospital, institution of any grievance, complaint or proceeding under this Agreement.

Nothing contained herein shall be construed to deny or restrict any nurse such rights as he or she may have under New Jersey Civil Service Law or other applicable laws and regulations.

ARTICLE V - MANAGEMENT RULES

The Employer has both the legal responsibility and the sole right to manage the hospital and, except as specifically limited in this Agreement, to (a) hire, assign, transfer, promote, schedule, lay off, recall, discipline, demote, discharge for good cause its employees and direct them in their work; and (b) control all Employer property. Except as this Agreement otherwise specifically provides, the management of the Hospital and the direction of the work force shall be in the sole discretion and the sole responsibility of the Hospital, and except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; plan, direct, and control the entire operation of the Hospital; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force, requires the assignment of additional or different duties in conformity with existing New Jersey Law or causes the elimination or addition of nursing titles or job; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogative possessed by the Employer prior to execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

ARTICLE VI - NO STRIKE/NO LOCK OUT

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and the Local Unit and the employees shall not engage in any slowdown, work stoppage, strike or other similar type of concerted action activity. The sole method for resolving any dispute or disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the procedure contained in this Agreement.

In the event of an unauthorized slowdown, work stoppage, strike or other similar type of concerted action by the employees, the Association will use its best efforts to persuade the employees to return to work.

The Employer agrees that it will not lock out the Union, the Local Unit or employees during the term of this Agreement.

ARTICLE VII - PAYROLL DEDUCTION OF UNION DUES

The Employer agrees to deduct any initiation fees and dues from the earnings of each employee who is a member of JNESO (Non-Supervisory Nursing Unit). Each employee must submit proper authorization in writing for membership and dues deductions.

Each month dues will be deducted. Said dues, along with a list of employees from whom dues have been deducted, will be forwarded to the Union at its Trenton, New Jersey, office. An accounting of these monies shall be kept and monthly totals sent to the Treasurer of the Local Unit by the Chief Financial Officer. An authorization shall remain in effect unless:

1. Terminated by an employee in written notice to the Employer.
2. The employee terminates employment and is removed from the payroll.

Dues deductions shall halt as of July 1 or January 1, whichever date comes first, after written notice of withdrawal is filed.

The deduction and forwarding of dues will be commenced by the Employer no later than forty-five (45) days after the authorization card is received.

ARTICLE VIII - AGENCY SHOP

Section 1. Thirty (30) days after the effective date of this Agreement, a representation fee of eighty-five percent (85%) of the total regular and Local Union dues will be withheld from the paychecks of those employees covered by the Agreement who have not authorized membership in writing within thirty (30) days after the commencement of employment. The eighty-five percent (85%) representation fee will be withheld by the Employer in equal installments from each paycheck and remitted to the Union as provided in Article VII. An annual list of employees and the amount of their respective dues deductions for either full membership or agency fee will be forwarded to the Association and to the Local Unit Treasurer by the Chief Financial Officer.

Section 2. The purpose of the representation fee is to offset the cost of services rendered by the Union as majority representative of the Bargaining Unit on a pro-rated basis. At least thirty (30) days prior to the beginning of each year covered by the Agreement, the Union will give to the Employer written notice of regular Union membership dues and the regular Local Unit membership dues charged by the Union and the Local Unit to its members for that year. The representation fee deducted by the Employer will be eighty-five percent (85%) of that amount.

The Union and the Local Unit represent to the Employer that they have established a demand and return system and that they are in compliance with all requirements imposed on the Union and the Local Unit pursuant to Laws 1979, C.477. The Employer's obligation, pursuant to this section, is contingent upon the Union's and the Local Unit's continued compliance with the aforesaid Law.

Section 3. The Union will defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer pursuant to Article VII.

ARTICLE IX - SENIORITY

Section 1. Definitions

a. The principle of seniority will be recognized by the Employer. Bargaining unit seniority is defined as the length of time, full time, part time, and per diem employees have been continuously employed by the Employer as a Nurse covered by this Agreement.

b. Total seniority is defined as the length of time, full time, part time, and per diem employees have been continuously employed by the Employer.

Section 2. Application

Application-Bargaining unit seniority shall apply when granting accrued benefit time off and when promotional rights are asserted subject to the rules and regulatory standards of the New Jersey Department of Personnel (formerly the Civil Service Commission). Total seniority shall apply in all other circumstances where length of service is a factor pursuant to this Agreement including but not limited to: cases of unit closure, consolidation and lateral transfer requests.

Section 3. Accrual and Acquisition

An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Seniority shall not accrue during unpaid leaves of absence or while an employee is on suspension, but all prior seniority shall be retained unless otherwise set forth in this Agreement.

Section 4. Loss of Seniority

An employee's seniority shall be lost when the employee:

- a. Terminates voluntarily;
- b. Is discharged for cause;
- c. Overstays a leave of absence;
- d. Fails to apply for re-employment within the statutory period after separation from military service.

Section 5. Lists

An annual seniority list of all those employed as of January 1 shall be furnished by the Employer to the Union and the Local Unit President no later than January 15 by the Personnel Officer. The list shall include: name, date of hire, date of title, salary, unit, shift, full or part-time status, New Jersey Department of Personnel (formerly the Civil Service Commission) status and per diem listed by title.

Section 6.

The provisions of the New Jersey Department of Personnel, Rule 4:1-16.1 et seq. concerning lay offs/recalls are incorporated herein by reference and made a part of this Agreement.

Section 7.

a. The hospital will notify the Local Union President/designee, in advance, and in writing, of any decisions involving the reassignment, layoffs and transfers of employees covered by the Bargaining Agreement due to the partial or total consolidation, combination or closure of any Hospital facility, operation or unit, except in condition of temporary, immediate and emergent effect on patient care. Such latter circumstance shall be communicated to the Local Unit President or designee upon occurrence and in advance, in writing, within twenty-four (24) hours.

b. Procedure- Affected employees shall first review and may opt to fill any authorized and posted vacancy in the Hospital in order of total seniority. Those nurses who do not select from among the published vacancies may select a position from a listing of the least senior nurses within the affected employees Division, a number equal to those being reassigned.

Employees who are displaced may then opt for any authorized position posted by the Employer.

Whenever possible, the Hospital will endeavor to situate a nurse on a shift or unit comparable to the vacated position in accordance with the statutory rules governing such changes.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1. Scope

a. Any grievance or dispute which may arise between the parties or between the Employer and an employee during the duration of this Agreement concerning, but not limited to, the application or interpretation of the Agreement will be settled under the terms of this Article.

b. The term "employee" shall mean those nurses recognized in Article I and shall include a single employee or a group of employees. The term "immediate superior" or his/her designee shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization. The term "representative" shall include the Union and any employee

authorized to act by the Local Unit.

c. Alleged grievances must be filed or complained of within ten (10) working days of their occurrence or knowledge thereof, otherwise the grievances will be barred. Grievances concerning the employee's paycheck may be brought within one (1) year of the issuance of the paycheck by the Employer. Paycheck errors will be corrected within three (3) working days exclusive of Saturdays, Sundays and Holidays by a separate check when requested by the employee.

d. When an employee has processed a grievance through the procedure described in Section 2, the employee may, if the grievance has not been settled to satisfaction, upon completing Step 3, elect to seek a remedy in accordance with the Procedures provided by the New Jersey Department of Personnel. This remedy is in lieu of the arbitration process described in Steps 4 and 5 of the Grievance Procedure. This choice shall be binding upon the parties.

Section 2. Steps in Grievance Procedure

a. Step 1 - Informal Discussion. An employee who has a grievance will present the grievance within ten (10) working days of its occurrence or knowledge thereof to the immediate superior or designee. The employee and the immediate superior and the Grievance Representative shall discuss and attempt to resolve the grievance.

b. Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing on the appropriate forms within five (5) working days after Step 1. The Local Unit will serve such written notice on the Divisional Director as applicable to the employee's title or a designee. Within five (5) working days of receipt of the Grievance notice,

a meeting will be conducted by the Director as applicable to the employee's title or designee, with the grievant and the Local Representative, for the purpose of resolving the dispute. A written decision will be rendered within five (5) working days of the meeting to all concerned parties.

c. Step 3. If a grievance has not been resolved in Step 2, the employee through the Local Unit Representative shall proceed to Step 3 within five (5) working days by serving written notice on either the Personnel Officer or his/her designee. If no such notice is served, the grievance will be barred. Within ten (10) working days after receipt of such notice, a conference will be called by either the Personnel Officer or his designee with the applicable Director under the Table of Organization, the grievant, the Local Representative and the Union Representative. A written decision will be rendered within five (5) working days to all concerned parties.

d. Step 4. Pre-Arbitration. If the decision in Step 3 is not satisfactory and no settlement is reached between the Union and the Employer, the employee through the Local Grievance Chairperson or his/her designee shall proceed to Step 4 within five (5) working days and serve written notice on the Executive Director. Within ten (10) working days of receipt of such notice, a conference will be held by the Executive Director as representative of the Hospital Board. Those parties mentioned in Step 3 shall be present at this conference. A written decision will be rendered within ten (10) working days to all concerned parties.

e. Step 5. Arbitration. If the decision is unsatisfactory and no settlement is reached at Step 4 between the Union and the Employer, then within ten (10) working days after the Union receives the written decision of the Employer, the Union but not the Local Unit or any individual employee may notify the Employer in writing of its desire to arbitrate. If no such notice is served within ten (10) working days of the receipt of the written decision, arbitration will be barred. The arbitrator shall be jointly agreed upon from a panel supplied by the Public Employment Relations Commission pursuant to its rules.

An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 4. The expenses for the arbitrator's services shall be shared equally by the parties concerned. His/her decision shall be final and binding on the parties concerned.

Section 3. General Provisions

a. The arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. He/she shall have no power to add or subtract from the Agreement.

b. To the extent necessary, the Grievance Committee Members limited to the employee representing the grievant, will be permitted to investigate the alleged grievance during working hours without loss in pay, such hours not to exceed a total of two(2). The grievant and the representative will conduct their meeting so that it does not interfere with patient care.

c. The Employer will give written notification to the Union and the Local Grievance Chairperson, grievant and his/her immediate superior of the grievance hearing or meetings from Step 2 through the settlement of the grievance.

d. Up to three (3) grievants in a Class Action and their Local Representatives shall be released from duty and allowed hearing time without loss of pay. The hearings must occur between 8:00 a.m. and 5:00 p.m., Monday to Friday, when those involved are to have been on duty.

e. The employee, the Union and the Local Unit shall receive written notification of all actions by the Employer as it may

relate to disciplinary measures presented during the steps of the Grievance Procedure herein defined.

f. Grievances affecting three (3) or more members of the Bargaining Unit, in principle or actuality, shall be considered "Class Action" Grievances. Class Action grievants shall be represented by the Local Unit President and/or the Grievance Chairperson. Such grievances may be initiated at Step 3.

g. No prejudice will attend any party in interest by reason of the utilization or participation in the Grievance Procedure. For the purpose of this Agreement, working days shall be deemed exclusive of Saturdays, Sundays, and holidays. Limitations of time may be waived by written mutual consent. By mutual consent of the Local Unit and the Employer's Personnel Officer, a grievance may be initiated at or removed to any Step in the Grievance Procedure.

h. If either party cancels a scheduled arbitration hearing, the party that canceled shall bear the full cost of any cancellation fees.

i. If management fails to comply with a decision rendered at a prior step in the Grievance Procedure, the Union may submit the matter to the Hospital Board.

ARTICLE XI - WORKING TEST PERIOD

As per New Jersey Administrative Code 4:1-13.3, all newly hired employees shall complete the said Working Test Period. During a Working Test Period, an employee shall have all contractual rights except the right to grieve a discharge. Upon the successful completion of the Working Test Period, an employee shall have seniority credit retroactive to the commencement of work.

Where expressly stated in the Agreement, the employee shall have retroactive credit for benefits set forth in this Agreement.

ARTICLE XII - HOURS OF WORK

Section 1. The Work Week

The work week consists of seven (7) consecutive days starting at Sunday at 12:01 a.m., and ending the following Saturday at 11:59 p.m. The Employer will schedule work within four (4) weeks cycles.

The normal hours of work for a full time nurse will be:

Forty (40) hours per week consisting of eight (8) hours daily for five (5) days.

Section 2. The Work Day

a. Nurses who work the day or evening tour of duty will work eight (8) hours, exclusive of a one-half (1/2) hour unpaid meal period. Two (2) fifteen minute paid rest periods will be included in the work day. Rest periods will be scheduled by the Head Nurse or charge nurse.

b. Ten (10) hour shift nurses will receive a one-half (1/2) hour unpaid meal period and three (3) fifteen (15) minute paid rest periods.

Nurses who work the night tour of duty will continue the past practice with respect to the number of hours worked. Nurses on this tour will not receive a meal period. However, they will receive two (2) rest periods.

c. Twelve (12) hour shift nurses will receive a one-half (1/2) hour unpaid meal period and three (3) fifteen (15) minute paid rest periods.

d. Rest periods will be scheduled by the Head Nurse or charge nurse.

e. Employees shall be permitted to leave their work area during lunch and rest periods.

f. Employees who work beyond their regular quitting 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 is expected to exceed two (2) hours. In addition they shall be granted any regular rest period that occurs in the shift.

Section 3. Salary

Full-time employees will be paid a regular rate of compensation based upon a forty (40) hour work week. Part-time employees and per diem employees will be paid for hours actually worked.

Section 4. Experimental Work Day and Work Week

The Employer and the Union by mutual agreement will permit alteration of the normal work day or work week to permit experimentation with other systems of scheduling work time. The Union will be given written notification prior to any proposed alteration in the normal work day or work week. Any changes in terms and conditions of employment will be negotiated.

The Local Unit President will receive written notification of any mutually agreeable group or individual alterations in the normal work day or work week from the Personnel Department (i.e., those changes requested on a 906 form).

If the hours of the normal work week decrease for any organized employees at Bergen Pines County Hospital, this change shall be incorporated in this Agreement.

Section 5. Work Schedules

The Employer will, to the extent practicable, post a schedule of each employee's assignment including days off, four (4) weeks in advance of the start of such schedule. Per diem and Float Pool Schedules shall be posted one week after all other bargaining unit employee's schedules. This schedule will remain in effect until it is superseded by a new schedule or changed by agreement between the Employer and the employee concerned. A posted schedule shall not constitute an automatic denial of employee request.

Section 6 Rotation

The Employer will continue its past practice in regard to rotation of shifts.

Section 7 Weekends

a. The Employer's past practice concerning alternate weekends off shall continue.

b. There will be no "pay back" of weekends not worked while taking earned vacation time.

c. It is agreed that there should be a maximum of twenty-four (24) weekends worked per annum. Those members of the bargaining unit not presently working weekends will not be required to work weekends. For employees who have worked less than a year, the maximum number of weekends worked should be prorated.

ARTICLE XIII - SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

ARTICLE XIV - EQUAL EMPLOYMENT

The Employer and the Union hereby agree to continue their practice of not discriminating against any employee for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or liability for services in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE XV - PART-TIME AND PER DIEM

Section 1. Part-Time Employees

a. A part-time nurse is one who is employed to work at least forty (40) (0.5 FTE) but less than eighty (80) (1.0 FTE) hours biweekly.

b. Benefits for part-time personnel shall be prorated as so noted in each area of this Agreement based on hours of work. Those benefits not prorated but fully paid include but are not limited to the following: tuition reimbursement, continuing education and bereavement.

Section 2. Per Diem Employees

a. A per diem employee is one who is regularly scheduled for less than forty (40) hours biweekly and works in a per diem float pool as available to supplement full-time and part-time employees. Per diem employees may be scheduled in excess of twenty (20) hours per week and must work at least one (1) prescheduled weekend per month or any schedule determined by Nursing Management required to supplement full-time and part-time employees.

b. Per diem employees shall not be entitled to any economic benefits, except as listed herein. All other details provided for in this Agreement shall apply to per diem employees.

c. Newly hired per diem employees will have a minimum of five (5) days of structured orientation prior to working in each division.

d. Per diem employees shall not be used to permanently replace full-time or part-time positions in the Bargaining Unit.

e. Per diem employees hired on or after October 8, 1984, shall be placed on the "Per Diem Float Pool" salary schedule in Article XXII.

f. Per diem employees shall receive time and one-half (1 1/2) for hours worked on the following holidays: Christmas, New Years Day, and Thanksgiving.

g. Per diem employees shall receive the following differentials:

1. Shift
2. Charge
3. Weekend
4. Holiday

h. Hours of work shall be arranged through the central Nursing Office.

i. The per diem nurse may be canceled by the Nursing Office at least two (2) hours before scheduled to report on duty. If less than two (2) hours' notice is given, the per diem employee shall be permitted to work as assigned by Nursing Management.

j. Per diem employees shall be paid at a rate which is One Dollar (\$1.00) greater than the rate paid to employees at the third level indicated on Schedule 1 of the salary scales.

k. Exceptions

1. Per diem employees who were hired before January 1, 1982, to work less than twenty (20) hours per week will continue to receive all the pro-rata benefits currently in effect.
2. Per diem employees who were hired prior to June, 1987 to work less than twenty (20) hours per week on a specific unit with a regular weekend schedule will continue to do so.
3. Per diem employees hired before October 8, 1984, who are currently at Maximum, (Step 5) shall remain on the same salary schedule as the full-time and part-time employees.

ARTICLE XVI-NEWLY CREATED POSITIONS,
TRANSFERS AND PROMOTIONS

Section 1

All promotions, transfers, and newly created positions shall be subject to the pertinent New Jersey Department of Personnel rules and regulations.

Section 2

If, in the opinion of the Employer, an open position demands additional qualifications other than those set by New Jersey Department of Personnel, the Employer agrees to contact the Local Unit Executive Committee regarding the additional criteria for comment but not for negotiations prior to submitting

same to the New Jersey Department of Personnel. These additional qualifications shall not be implemented until approval is received from the New Jersey Department of Personnel and forwarded to the local unit president.

Section 3. The Procedure for the Posting and Filling of Positions

a. Requests from staff members regarding transfer for a posted vacancy, newly created position or promotion must be submitted to the Divisional Director of Nursing, in writing, with a copy to the applicant's Head Nurse and the Nurse Recruiter.

The Nurse Recruiter will acknowledge receipt of the request in writing within three (3) working days.

b. The Hospital will publish a list of all vacancies on a monthly basis. All posting shall include title, unit, shift, full or part-time status, (including the hours per week), number of positions, starting salary and qualifications. A copy of the posting will be sent to the Local Unit President as near as possible to the same date printed on the posting.

The posting shall continue for a period of ten (10) working days at which time the posting for the position will be removed. No position may be filled until it has been posted for a full ten (10) days.

Where New Jersey Department of Personnel Law does not pertain, first consideration shall be given to existing staff for promotional vacancies or newly created positions.

c. Within twenty (20) working days after each posting of a position, all applicants shall be notified of the decision made by the Nurse Recruiter.

Applicants not selected may arrange a meeting with the appropriate Director to discuss the reason for their non-selection. If the Employer continues to keep the authorized position available, the posting procedures shall be reinstated so long as all prior applicants have been notified as stated above.

d. Requests from staff members regarding transfers to a position outside of the Nursing Department must be submitted to the Personnel Director in writing with a copy to the Head Nurse, and the appropriate divisional director.

e. The purpose of these procedures is to allow any Bargaining Unit member to apply for a position in which she/he is interested and possesses the necessary qualifications. In cases of multiple applicants, the employee with the most seniority shall prevail, provided that an examination is not required by the New Jersey Department of Personnel and that education and experience criteria are equal. Upon lateral transfer to a posted part-

time vacancy every effort shall be made to maintain the part-time employees same FTE status.

f. Any employee who has requested and been approved for a transfer shall be so transferred no later than ten (10) weeks from the date of approval of said request.

ARTICLE XVII - UNPAID BENEFITS; TIME NOT WORKED

Section 1. Personal Leave

a. **Basis and Amount.** Upon application as required, a permanent full time, permanent part-time or permanent per diem employee who has completed one (1) year or more of continuous employment will be eligible for an unpaid leave of absence. The reasons for taking such a leave shall include but not limited to: personal illness or emergency, education, military service, adoption leave and maternity leave. Leave will not be denied in an arbitrary or capricious manner.

All previously accrued seniority will be retained during a leave of absence. Seniority or other benefits will not accrue to an individual while on leave.

b. Return to work.

1. **Medical Leaves of Absence.** To the extent possible, employees shall be returned to the position they held at the time the leave of absence was approved. If such is not possible, they shall be guaranteed the first opening in the same or comparable job title in the same shift, unit, division and full or part time status.
2. **Work-Incurred Injuries.** The Hospital shall guarantee any employee absent due to a work incurred injury that classification, unit and shift vacated at the time of the injury for a period of up to one-hundred and twenty (120) working days.

Thereafter, and to the extent possible, employees shall be returned to the positions they held at the time the injury leave was approved. If such is not possible, they shall be guaranteed the first available job opportunity on said shift, unit and in such classification as it is made known.

Section 2. Personal Leave; Procedure

a. Except in the case of an emergency, application for personal leave shall be made in letter form to the employee's Head Nurse with a copy to the Divisional Director of Nursing or Administrative Officer as soon as possible, but in no event later than four (4) weeks prior to the commencement of such a leave. The employee's ADN or Administrative Officer will notify the employee of the decision as promptly as possible under the given circumstances.

b. Applications for the extension of any leave of absence will be made in writing to the employee's Head Nurse with a copy to the Divisional Director of Nursing or Administrative Officer as soon as possible, but not later than ten (10) working days (excluding Saturday, Sunday and holidays) before the scheduled expiration of such leave. The employee's Divisional Director of Nursing or Administrative Officer shall notify the employee of the decision in writing as soon as possible under the given circumstances. An extension may be granted of up to six (6) months.

Section 3. Personal Leave; Limitations

An employee will be terminated for obtaining a leave by false pretenses or for failing to return from said leave without good and sufficient cause or for obtaining employment elsewhere.

Section 4. Military Leave

A leave of absence will be granted for performance of duty with the reserve component thereof in accordance with applicable law.

Section 5. Maternity Leave

A female employee who has permanent New Jersey Department of Personnel Status, upon her request shall be granted permission to use accumulated sick leave and/or other accrued benefit time for maternity purposes. In those instances where the permanent employee's sick leave is limited and when requested by the employee, the Employer may approve a leave of absence without pay, not to exceed six (6) months. A permanent employee may request an extension of the non-paid leave for a period of time not to exceed an additional six (6) months and the total leave shall not exceed one (1) year. Granting of an extension is in accordance with Section 2.

ARTICLE XVIII - PROFESSIONAL PRACTITIONER STATUS

The Employer recognizes that due to their unique education and experience, the employees covered by this Agreement have a contribution to make towards maintaining and improving professional nursing care in these facilities and that, therefore, procedures shall be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in the decision-making process within these facilities.

Section 1. Council of Nursing Practitioners

There shall be a Council of Nursing Practitioners at Bergen Pines County Hospital.

Membership in the Council shall consist of all nursing practitioners covered by this Agreement.

The Council may establish such committees or subcommittees as set forth below. The membership of such committees, which shall be limited to the employees covered by this Agreement shall be determined by the Council, provided that the Council will advise the Hospital of the membership of any Standing Committees and provided further that the meetings and activities of such Committees and other groups under this Article shall be during non-working hours except as otherwise agreed.

a. Purpose

The purpose of the Committees shall be to make recommendations with respect to the standards of nursing practice specific to the Hospital and methods to foster adherence to the standards.

b. Functions

1. Review and make recommendations regarding standards of nursing practice consistent with those enunciated by the profession and specific to the Hospital.
2. To analyze the factors which facilitate or impede the practice of nursing and make recommendations with regard to same.

c. Responsibility and Authority of the Council

1. Council recommendations, or Committee recommendations approved by the Council, shall be in writing to the Director of Nursing Services and the Hospital Administrator or designee.
2. The Nursing Administration shall meet at a regular time as required and as is mutually agreed upon to review recommendations from

the Council, which have been received in writing at least ten (10) calendar days before said meeting and will respond to the Council in writing within ten (10) calendar days following said meeting or within ten (10) calendar days of any joint meeting between the Nursing Administration and authorized Council Representatives. The Council shall meet with the Nursing Administration through an executive committee of members.

3. Decisions made or action taken by the Employer pursuant to this Article are not subject to grievance.
4. Should there be any dissatisfaction on the part of the Council with the response of the Nursing Administration, then the Council may request, in writing, the consideration by the Director of Nursing Services and the Hospital Administrator.

ARTICLE XIX - STAFF DEVELOPMENT/EDUCATION

Section 1. Orientation

A four (4) week planned Orientation Program will be carried out for all new employees covered by this Agreement unless agreed to, otherwise herein. Staff Development, in conjunction with the Head Nurse, will provide new employees with both a general and specific orientation. Staff Development will provide structured classroom activities detailing a general introduction to the Health Care Facility as well as general policies and procedures of the Hospital and assigned Division. The orientation shall include, but is not limited to: a programmed series of assignments with a staff nurse, supervised individual assignments and on-going weekly evaluations by the Head Nurse in collaboration with Staff Development or the Clinical Specialist. A written evaluation of the competency of the new employee will be done at the conclusion of the four (4) weeks by the Head Nurse in conjunction with Staff Development. At this time, a determination will be made for the need, if any, to extend the orientation period.

Employees shall not be counted in staffing totals until they have completed their orientation.

Section 2. In-Services

a. An organized program of In-Service Education will be continued as per the Employer's past practice. The Employer shall post notices of In-Service Educational Programs at least

seven (7) calendar days prior to the scheduled dates of the Program.

b. Employees shall receive their regular rate of pay for attendance at In-Service Programs based at the Hospital during their regular working hours.

c. Employees shall receive their regular rate of pay for time spent at an In-Service Program at a site other than the Hospital if required to attend by the Employer during regular hours of work. All fees and expenses for courses required by the Employer shall be paid by the Employer within the terms of County policy.

d. Employees shall receive one and one-half (1-1/2) times their regular rate of pay for required attendance at Hospital-based or off site In-Service Programs during the employee's off-duty time.

Section 3. The Evaluation Process

a. Each employee covered by this Agreement will be evaluated annually utilizing a performance evaluation tool. All employees covered by this Agreement will have the total evaluation process done by the Head Nurse or Administrative Officer, if applicable.

b. Employees will receive a copy of the evaluation report and sign to acknowledge receipt of the same. Signature by the employee will imply knowledge of the evaluation but not necessarily agreement with the evaluation.

A copy of the evaluation will be placed in the employee's personnel file. Employees may request in writing, to examine their personnel files.

Section 4. Continuing Education

a. Every Bargaining Unit member shall be entitled to time off with pay in eight (8) hour blocks for the purpose of attending Continuing Education Programs annually. Evening and night employees may request time off on the day directly prior to CE program or the day directly following the CE program.

Since the Hospital desires that registered nurses attain the highest possible level of professionalism and expertise in their practice, every effort will be made to grant requests for Continuing Education. These requests will not be denied in an arbitrary and capricious manner nor unreasonably denied on weekends. Nurses shall receive a response indicating approval or disapproval to continuing education requests within ten (10) working days of submission.

This benefit shall not be pro-rated for part-time employees but shall be fully paid.

b. A pool of money (\$500.00 per bargaining unit member) shall be set aside annually to pay the fees or tuition of Continuing Education Programs.

At the conclusion of each quarter (3/31, 6/30, 9/30, 12/31), the Local Unit President or her designee and the appropriate Hospital personnel shall be notified by the Hospital's Chief Financial Officer officer as to the balance of money in the pool. Appropriate Hospital personnel includes the Director of Nursing Services, Director of Nurses-Psychiatry, Director of Nurses-Acute and Director of Nurses-Long Term Care. As long as the amount spent does not exceed the amount set aside in each quarter, any Bargaining Unit nurse who so desires may attend additional Continuing Education.

c. Travel Agreement Towards Continuing Education. Based on the final approval of the Divisional Director of Nursing Services and subject to the procedures currently in effect in the Nursing Service, a Nurse may be considered for continuing education programs and payments by the Department.

All authorizations shall be deemed conclusive and will not require additional authorization aside from the Nursing Service, provided that the monies expended are in accordance with formal Labor Agreement and consistent with County of Bergen regulations regarding travel/hotel expenditures. Denial of continuing education requests shall not be arbitrary and capricious. All topics related to health care and the delivery of same shall be eligible.

For Nurses not in the Nursing Service, final authorization for formal programs and expenses pertaining to same shall be required of the Administrative Officer responsible for the other Service.

d. After attending a Continuing Education Program, the employee may:

1. Apply to the appropriate Director of Nursing Services for the option of presenting the content to other Bargaining Unit members at the next monthly Local Unit meeting, which should be validated by an officer of the local unit,

OR

2. Present a brief verbal summary of the seminar content to peers on the employees unit and same shift which should be validated by the immediate supervisor,

OR

3. Submit a written summary of the continuing education content to the Head Nurse.

The employee will then submit all the written information required to the appropriate Division Director and be reimbursed within thirty (30) working days.

Section 5. Tuition Reimbursement

a. Bargaining Unit members except per diem employees shall receive a tuition reimbursement provided all of the following conditions are met:

1. The nurse must be employed at Bergen Pines County Hospital for six (6) months before she/he may receive tuition reimbursement.
2. The nurse must be enrolled in a program approved by the New Jersey State Board of Nursing that leads to a Baccalaureate Degree in Nursing. A Master's or Doctorate Degree in the employee's area of nursing and/or health-related expertise will be approved. Courses for National Professional Certification or Nursing and/or Health Related courses which have approved by the appropriate Administrator under the Table of Organization are also approved for reimbursement. Liberal arts courses taken prior to matriculation will be approved up to a maximum of thirty (30) credits. Documentation of matriculation requirements will be shown upon request.
3. The nurse must receive a passing grade for the course. A grade of "D" is unacceptable, and there will be no reimbursement for same.

b. Tuition for all approved courses will be reimbursed up to twelve (12) credits annually. Monies paid shall be honored only on the basis of when the course credit began.

c. If a nurse leaves the employ of Bergen Pines County Hospital within six (6) months after attaining a BSN, Master's or Doctorate Degree, she/he will pay back all monies received from the Hospital for tuition reimbursement received during the last year of employment.

ARTICLE XX - FLOATING

Section 1. Procedure

a. Seniority as it refers to floating shall be determined by length of bargaining unit service with the Bergen Pines County Hospital except as specifically stated herein.

b. When available supplemental staff personnel shall be floated before regular full-time and part-time staff. This includes coverage for lunch and breaks.

Floating will be equitable by inverse seniority rotation within a unit and division.

c. A list will be kept on each unit to assure equitable floating.

d. Nursing Management will retain a floating list by division.

e. It is recognized that some units within a division are alike and some are not alike. All nurses assigned to float shall be given an orientation to the unit to which they are assigned to float., If the employee's regular unit is like the unit to which they will float, they will receive a one day orientation provided that they have not worked on that unit during the preceding nine (9) months. Employees assigned to Float to unlike units within the division shall have three (3) days orientation.

When possible all orientations prior to floating shall be prescheduled in consecutive days if applicable. Said orientation shall not be conducted on weekends. Nurses on orientation shall not receive an assignment but shall work with another registered nurse for each day of orientation.

f. Like and Unlike Units

1. Divisional Like Units

A. Acute: 11-3, 11-4, and
8-3 (without prisoners);
OR/RR (out only).

B. Psychiatric

Like Units to each other	B-2	MICA	also out but only to C2
	A-G	Locked	
	B-G	Locked	
	A-1	Open/Locked	
	B-1	Open/Locked	
	A-2	Rehab.	

Like Units to each other	F-G	CCIS	
		F-1	Adolescent

Like Units 12A Psych.Geriatric
to each other 12B Psych.Geriatric
 C-6 Acute Geriatric

Like Units C-1,D1,PICU Unlike any
to each other Forensic other Units

Like Units Methadone Maintenance -
to each other Central Intake

C. Long Term Care: 11-2, 11-5, 11-6, 11-7,
 6-2, 6-3, 8-5, 8-6, 5-2
 5-3, 8-9, 8-7 and 8-8.

2. Divisional Unlike Units

A. Acute : 8-3 (with prisoners);
 Cardiac Lab/ Non-invasive,
 ER; ICU/CCU; Clinic

B. Psychiatric: C-2 and Forensic

C. Long-Term Care: 5-1 (Rehab) and 5-B Alzheimers

Section 2. Restrictions

a. The senior full-time nurse on days, evenings and nights for continuity of care shall not float.

b. A nurse who has fifteen (15) years or greater seniority at Bergen Pines County Hospital in a G.N./R.N. capacity shall not float.

c. The officers of the Local Unit (President, Vice-President, Corresponding Secretary, Recording Secretary, Treasurer and Grievance Chairperson) and members of the Grievance Committee shall not float, except in an emergency. Their number shall not exceed sixteen (16) during the term of this Agreement.

d. The nurse shall float only within the division subject to the criteria listed herein unless otherwise agreed to mutually.

e. As in the past, the nurse who works overtime or additional time will not be floated from her/his unit unless agreed to mutually.

f. No employee will be in charge of a unit unless the employee has been oriented to the unit for a period of at least

three (3) working days within a two (2) week time period. The preplanned orientation criteria must be met.

g. Floating shall occur only during the first hour of an employee's shift, except in case of emergency. Staffing needs known prior to the conclusion of the first hour of the shift shall not be construed as an emergency.

h. Floating for coverage during mealtimes or breaktime shall be subject to all restrictions listed herein.

i. A nurse who is designated "in charge" on the posted schedule by the Head Nurse and is then floated during the first hour of the shift, shall receive charge pay for the entire shift.

ARTICLE XXI - HOURS OF WORK AND OVERTIME

Section 1. Hourly Rate of Compensation

An Employee's hourly rate of compensation will apply to all work up to forty (40) hours in a weekly period. The hourly rate of compensation will not include any weekend, shift or holiday differential or other premium to which the employee is otherwise entitled.

Section 2. Overtime Work

All hours worked in excess of forty (40) hours per week on the day, evening and night shift will be paid for at the rate of time and one-half (1-1/2) the individual employee's hourly rate of pay. There will be no pyramiding or compounding in computing compensation rate under this Agreement. For the purpose of this Article, an employee's work week will be deemed to include time compensated for holidays, personal days, vacation days, paid sick leave days, leave for death in family and jury duty leave. If any nurse is requested by the employer to work any time over eight (8) hours, the nurse will be paid time and one-half (1-1/2) the base rate plus shift differential when applicable for all time so spent.

For work done between six (6) and fifteen (15) minutes over-time, the employee will be paid for fifteen (15) minutes at time and one-half (1-1/2). For work done between fifteen (15) and thirty (30) minutes, the employee will be paid for thirty (30) minutes and shall continue at the same fifteen (15) minute intervals of payment. In addition, the nurse will be paid time and one-half (1-1/2) the base rate from the sixth consecutive day of work.

b. The Head Nurse on each unit will first attempt to secure overtime from among the staff of the unit on an equitable rotating basis.

A log book in which the nurse can sign up for overtime shall be available at all times in each Division. In this book the nurse will specify division(s) and units on which she/he will work and shifts and dates for which she/he is available.

Section 3. Compensatory Time in Lieu of Overtime

Nurses in ICU/CCU, Infection Control, Clinical Specialists, Staff Development, Instructors in the School of Nursing, Ambulatory Care Clinics, Methadone Clinic, Central Intake, E.R. and Coordinators Utilization Review will have the option of taking compensatory time at straight time payment in lieu of receiving payment at time and one-half (1-1/2) for overtime. If compensatory time is requested by the employee, it must be taken within four (4) weeks of the overtime worked. Written compensatory time requests will be submitted to the employee's department head. Every effort will be made to grant the employee's request. Employees may accumulate sixteen (16) hours of compensatory time within the four (4) week period defined above. In the event the request cannot be accommodated, the employee shall then receive payment.

ARTICLE XXII - SALARY

Section 1. Wages - Miscellaneous

- a. The frequency of payment shall continue as in the past.
- b. The Hospital shall distribute salary checks to employees who are not scheduled to work on a pay date at approximately 6:00 p.m. on the day preceding the pay date. This procedure is contingent upon the timely delivery of the salary checks to the Hospital.
- c. The Hospital will continue the established procedure concerning the security of checks and the manner and place of distribution. If the employer issues an incorrect paycheck the corrected paycheck will be issued to the employee within three (3) working days exclusive of Saturdays, Sundays and Holidays.
- d. No employee shall receive less than the minimum hourly rate of pay for her/his respective job title, and no employee shall receive in excess of the maximum hourly rate of pay for her/his respective job title.
- e. Every promotion shall be accompanied by an increase in salary to the same level on the salary schedule for that new title.
- f. G.N.'s shall move to level 1 of the Staff Nurse Schedule upon documentation of achievement of R.N. status.

g. Any bargaining unit member who retired on or after 1/1/89 shall receive a retroactive salary adjustment in gross adjustment payment.

Section 2. Progression on Salary Schedules

All employees on the employer's payroll at the time of Union ratification will receive a 1/1/89 and a possible 7/1/89 increase if applicable. No employee who has left the facility will receive any salary/benefit adjustments except as provided above in section 1g.

All employees on the employer's payroll as of 12/31/89 will receive their same level adjustment on the 1/1/90 scale.

All employees on the employer's payroll as of 6/30/90 will receive the same level adjustment on the 7/1/90 scale.

All employees whose years of service level is below their appropriate years of service level on the 7/1/90 scale will move to the correct level on 7/1/90 scale based on service time as of 7/1/90. There will be no decrease movement on the scale. Employees whose years of service equals the next increase to the next level on scale after 7/1/90 shall move to the next level on that scale as of their anniversary date.

Service time is defined as years of service as of 7/1/90 month to date and thereafter and is a prorated calculation based on the actual service provided the facility. Thus an unpaid leave of absence will not be calculated as service.

Section 3 - Wages

	EFFECTIVE 1/1/89	EFFECTIVE 7/1/89	EFFECTIVE 1/1/90	STEP	EFFECTIVE 7/1/90
SCHEDULE 1					
STAFF NURSE (R.N./G.N.)					
GN	13.50	13.50	14.36	GN	14.71
1	14.35	14.35	15.21	0-3 YRS.	15.56
2	14.58	15.16	16.07	3-5 YRS.	16.42
3	15.76	16.39	17.37	5-8 YRS.	17.72
4	16.86	17.53	18.58	8-12 YRS.	18.93
5	18.77	19.52	20.69	12+ YRS.	21.04

SCHEDULE 2

ASSISTANT HEAD NURSE, ASSISTANT UTILIZATION REVIEW COORDINATOR

	EFFECTIVE 1/1/89	EFFECTIVE 7/1/89	EFFECTIVE 1/1/90	STEPS	EFFECTIVE 7/1/90
1	14.10	14.67	15.55	0-3 YRS.	15.82
2	15.22	15.82	16.77	3-5 YRS.	17.07
3	16.33	16.98	18.00	5-8 YRS.	18.32
4	17.42	18.12	19.20	8-12 YRS.	19.54
5	19.33	20.11	21.31	12+ YRS.	21.69

SCHEDULE 3

INSTRUCTOR/STAFF DEVELOPMENT/COORDINATORS
(UTILIZATION REVIEW & INFECTION CONTROL)

	EFFECTIVE 1/1/89	EFFECTIVE 7/1/89	EFFECTIVE 1/1/90	STEPS	EFFECTIVE 7/1/90
1	15.29	15.90	16.86	0-3 YRS.	17.15
2	16.32	16.97	17.99	3-5 YRS.	18.31
3	17.42	18.12	19.20	5-8 YRS.	19.54
4	18.51	19.25	20.41	8-12 YRS.	20.77
5	20.48	21.30	22.58	12+ YRS.	22.97

SCHEDULE 4

CLINICAL SPECIALISTS

	EFFECTIVE 1/1/89	EFFECTIVE 7/1/89	EFFECTIVE 1/1/90	STEPS	EFFECTIVE 7/1/90
1	15.69	16.31	17.29	0-3 YRS.	17.60
2	16.93	17.60	18.66	3-5 YRS.	18.99
3	18.18	18.91	20.04	5-8 YRS.	20.39
4	19.45	20.23	21.44	8-12 YRS.	21.82
5	21.79	22.66	24.02	12+ YRS.	24.44

Section 4.

Placement on Salary Schedule at Hire.

a. Hire in rates are based on years of experience as follows:

LEVEL

EXPERIENCE

- 1
- 2
- 3

- 0 - 3 years
- 3 - 5 years
- 5+ years experience
within the last
twelve (12) years

b. Hire in rates shall not exceed the third level in any title.

Section 5.

a) Per Diem Float Pool Salary Schedule

1/1/89	7/1/89	1/1/90	7/1/90
16.76	17.39	18.37	18.72

b) Per Diem employees who change status to a full time or part time status shall slot into the salary scale at the step which is appropriate to years or service or experience whichever is greater.

ARTICLE XXIII - PREMIUMS/DIFFERENTIALS

Section 1. Shift Differential.

a. An employee who is assigned to work the evening tour of duty or work any hours between 3 p.m. and 11 p.m. shall receive an hourly shift differential as follows:

Ten Percent (10%) of base hourly rate

b. An employee who is assigned to the night tour of duty or who works any hours between 11 p.m. and 7 a.m. shall receive an hourly shift differential as follows:

Twelve Percent (12%) of base hourly rate

c. Shift differential, when received on a regular basis, will not be considered as part of the regular compensation pay, but will be included in payment for all paid leave time as set forth in this Agreement.

Section 2 - Charge Pay.

a. Whenever the Head Nurse is absent from a Unit (including the Director of the School of Nursing) on the day shift, a Staff Nurse shall be designated as "in charge."

b. On the evening and night shift, a "charge nurse" shall be designated by the Head Nurse.

c. When a nurse accompanies a group of clients off hospital property and is responsible for another staff person she shall be designated a charge nurse by the Head Nurse.

d. The "charge nurse" shall be paid the following differential over her/his hourly rate for all hours at one dollar

and forty cents (\$1.40) per hour.

Section 3. Education Differential.

An annual bonus shall be paid in two parts on June 30th and December 15th to employees for each of the following Educational credentials:

a. B.S.N. - \$350.00 - This also applies to a BA or a BS in health-related disciplines if the employee was hired and received a degree before January 1, 1982.

b. M.S.N. or Masters Degree in area of nursing expertise - \$550.00.

c. National, Professional Certification - \$100.00

Section 4 - Weekend Differentials.

An employee shall receive a differential of two dollars (\$2.00) per hour in addition to her/his regular compensation rate for all hours worked on weekends.

Section 5 - Blizzard Conditions.

Under blizzard conditions as declared by the Executive Director or her/his designee, an employee who works shall be paid double the employee's regular rate.

ARTICLE XXIV - HOLIDAYS AND PERSONAL DAYS.

Section 1 - Holidays - Amount.

Regular full-time employees will be entitled to the following holidays:

New Year's Day	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Martin Luther King Day
Independence Day	Christmas day
Labor Day	Columbus Day
Employee's Birthday	

Other accrued time off for the celebration of Yom Kippur and Rosh Hashanah may be granted to those employees for whom these Holidays are significant. Such shall not be unreasonably denied. Any holiday declared as such by Resolution of the Bergen County Board of Chosen Freeholders shall be granted to members of this

bargaining unit. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday. Per diem employees will not receive pro-rate holiday benefits.

Section 2 - Holidays - Entitlement.

Recognizing that the Employer operates each day of the year and that it is not possible for all employees to be absent on the same date, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Employer will, consistent with the needs of the patient population, distribute holidays off on an equitable basis within job classifications after consultation with the employees as to preference.

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive a day off at the regular compensation rate, at a future mutually convenient date. If a holiday falls during an employee's vacation, the vacation may be extended by one day, or at the option of the Employer, may receive a substitute day off with the regular compensation rate at a mutually convenient date. In making such a determination, the Employer shall take into consideration the employee's expressed preference. Holiday requests shall not be unreasonably denied on a weekend.

Section 3 - Holidays - Pay or Equivalent Time Off.

An employee who is not scheduled to work on a holiday will be paid for the holiday at her/his regular compensation rate and the shift differential when applicable. An employee who is scheduled on Thanksgiving Day, Christmas Day, or New Year's Day, shall be paid at the rate of time and one-half (1-1/2) for all hours worked. In addition, the employee shall receive a substitute day off at the employee's regular compensation rate and a shift differential when applicable within thirty (30) days after the holiday, or as determined by the Employer, taking into account the expressed preference of the Employee and the needs of the Employer, an additional day's payment at the employee's regular compensation rate in lieu thereof. Part-time employees shall receive a full substitute day off for all holidays worked, and a pro rata benefit for holidays not worked.

All other holidays worked shall be paid at the regular rate plus sixty cents (\$.60) per hour holiday differential and shift differential when applicable and the substitute day off as outlined above.

Requests to be scheduled off on a holiday may be submitted in a four (4) week time frame up to two (2) weeks prior to the date the schedule is posted. The Hospital shall respond to holiday requests within ten (10) calendar days after the close of the request submission period. Such response shall indicate either a favorable or unfavorable reply. Requests of these kind

shall not be unreasonably denied.

After completion of three (3) months of service, full time employees will be entitled to one (1) personal day per year, non-cumulative. The personal day shall be scheduled in advance subject to the scheduling needs of the Department with the approval of the Employer. Personal day requests shall not be unreasonably denied on a weekend.

Part time employees shall receive a pro rata personal day benefit. Per Diem employees shall receive no personal days. The Hospital shall respond to requests for personal days within seven (7) calendar days of submission. Such response shall indicate either a favorable or unfavorable reply. Requests of these kind shall not be unreasonably denied.

ARTICLE XXV - VACATIONS

Section 1 - Amount.

a. Full-time employees shall accrue vacation as follows:

1. Less than six (6) months - no vacation days
2. Six (6) months. but less than twelve (12) months - one vacation days per month, retroactive to date of hire.
3. Twelve (12) complete months or more - one and one-quarter (1-1/4) vacation days per month up to a total of fifteen (15) days per year.
4. Beginning with the sixth (6th) year - twenty (20) days per year.

b. Part time employees, but not per diem employees, shall receive a pro rata benefit under this section.

Section 2 - Vacation Pay

a. An employee entitled to vacation under Section 1 of this Article will be paid vacation time at the employee's regular compensation rate including the shift differential when applicable.

b. It is agreed that in the event of an employee is prevented from taking her/his vacation during the year as a direct result of scheduling by the Management, the employee shall be paid for said accumulated vacation at her/his regular hourly rate of

payment, no later than the last pay period of the year.

Section 3 - Scheduling.

a. The vacation period will be the entire calendar year subject to the needs of the Hospital as determined by the Employer. The Hospital shall make all reasonable attempts to take into account the employee's preference.

b. Vacation days earned may be taken one (1) at a time throughout the year consistent with the needs of the individual and patient care units.

c. The Hospital shall respond to requests for vacation time as soon as possible after submission. In no event shall such response be given later than twenty-one (21) calendar days after submission.

Section 4 - Eligibility.

The vacation eligibility date shall be as heretofore. No unpaid absences shall be deemed or considered as time worked in the computation of vacation payment. Where an employee has been absent without pay, the vacation pay shall be pro-rated on a percentage basis, i.e., the employee shall receive pro-rata vacation time off with pay based on the percentage of actual time worked during the applicable year to regularly scheduled working time.

ARTICLE XXVI - SICK LEAVE

Section 1.

a. After ninety (90) days of employment, full-time employees shall be entitled to paid sick leave earned at the rate of one and one-quarter (1-1/4) days per month for each month up to a maximum of fifteen (15) days per year. Employees may accrue sick leave indefinitely.

b. A part-time employee but not a per-diem employee shall receive a pro-rata benefit under this Section.

c. An employee who changes from full-time employment to part-time employment status shall retain any accrued sick leave hours.

Section 2.

a. An employee will be paid for sick leave at the employee's regular compensation rate for the employee's regularly scheduled work day. Sick leave will be applicable only if the employee is ill on the days during which the employee is regularly scheduled to work. To be eligible for the sick leave benefit, an employee

who is absent due to illness or injury must notify the employee's supervisor or other designated individual as soon as possible but at least one (1) hour before the start of her/his regularly scheduled work day, except in cases of proven inability to furnish such notice, and shall continue to give notification on a daily basis unless another arrangement has been made. Employees who have been on sick leave may be required to be examined by the Hospital's health service physician before being permitted to return to duty.

b. An employee will give notice of sickness to the Nursing Office Personnel or an AON via the telephone operator if the Nursing Office is unattended.

c. The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition for receiving sick leave payment. Such requests will not be made in an arbitrary or capricious manner.

d. If an employee has resigned, is dismissed, or laid off and has exceeded the employee's allowable sick leave (or pro-rata portion for the year of departure from the Hospital), the excess sick leave shall be deducted from any monies due the employee from the Employer at the time of resignation, dismissal or lay-off. This provision shall not be construed to create a right to take sick leave before it is earned.

Section 3 - Sick Leave - Retirement.

a. Employees who resign after reaching age sixty (60) and those who retire through the Public Employees Retirement System, regardless of age, may choose one of the following terminal leave options:

OPTION 1. - A lump sum payment of one-half (1/2) of the employee's earned and unused accumulated sick leave calculated at the average rate of payment earned during the year of her/his employment immediately preceding the effective date of retirement, provided that such payment shall not exceed sixteen thousand dollars (\$16,000.)

OPTION 2. - One (1) day's payment for each full year of service with the Hospital.

ARTICLE XXVII - OTHER PAID LEAVES

Section 1 - Bereavement Leave.

a. Time off with pay at the regular compensation rate plus shift differential if applicable for four (4) working days will be given in the event of the death of a member of the employee's immediate family.

Immediate family is defined as: grandparents, in-laws, parents, spouse, children, grandchildren, siblings and other relatives residing in the employee's household. Such days must be taken consecutively within a reasonable period of time of the day of the death or the funeral. The days may neither be split or postponed.

b. Additional accrued paid time may be requested by the employee and shall not be unreasonably denied during a period of bereavement.

c. This benefit shall not be prorated for Part-Time employees but shall be fully paid.

Section 2 - Jury Duty.

a. Amount. An employee who is summoned to serve as a juror shall be paid the difference between the employee's regular pay less the employee's pay as a juror for each work day while on jury duty, which shall not include "on call" jury duty time when employee's are able to work. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Director of Nursing Service and/or her/his designee.

b. Procedure. An employee who is summoned to jury duty will promptly notify the Employer. While on jury duty, the employee shall be placed on a Monday through Friday work schedule. No employee shall be required to serve more than five (5) days per week in any combination of jury duty and regular work time. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Employer of such release.

Section 3 - Convention Leave.

a. Paid leaves of absence will be authorized for elected delegates and alternates of the Association from the Hospital to attend the following Conventions:

1. ANA Convention
2. NJSNA Convention
3. JNESO Convention

b. The cost of these Conventions for those members of the Local Unit Executive Committee (President, Vice President, Corresponding Secretary, Recording Secretary, Treasurer, Grievance Chairperson and Delegates), who desires to attend shall be paid by the Hospital from the Continuing Education Fund. This shall include the cost of travel, registration, lodging and meals.

The Union shall provide the Hospital with a list of convention Delegates.

c. The leave of absence is only for the length of the Convention up to a maximum of three (3) days.

Section 4 - Paid Leave of Absence; Limitations.

All paid leaves as described above must be taken at the time of the related occurrence, or reasonably thereafter, or shall be waived. Employees will be terminated for obtaining a leave of absence under false pretenses or for failure to return from an authorized leave of absence. The Employer reserves the right to require proof of death and relationship in the case of a funeral leave.

Section 5 - Union Leave.

a. A total of forty-two (42) days per year is granted to the Local Unit President and/or her/his designee. The Local Unit President may use up to a total of twenty-two (22) days annually. The remainder of the Union Leave days will be used by the Local Unit Executive Committee.

b. Unrelated to Union leave one officer of the Local Unit Executive Committee who works the evening shift shall be excused between the hours of 3:30 to 5:30 p.m. if scheduled to work when the monthly Union meeting is held.

c. Request for time in section 5, shall be made in advance.

ARTICLE XXVIII - HEALTH INSURANCE

Section 1- Blue Cross/Blue Shield; Major Medical Insurance.

a. Employees shall receive fully-paid Blue Cross/Blue Shield (#1420) with Rider "J" and Major Medical Health Insurance coverage for themselves and their eligible dependents as per the State of New Jersey's increase effective May 1982. This benefit shall be available for all employees covered by this Agreement provided that they are regularly scheduled to work twenty (20) hours per week or more, and it shall become effective after three (3) months of Hospital employment.

Employees working less than forty (40) hours biweekly shall not be entitled to such benefit.

b. The Employer shall also extend the above insurance coverages to all retired employees and their eligible dependents, at its expense, provided that the employee has twenty-five (25) or more years of service with the Hospital and is retired in the Public Employee's Retirement System. The benefit to retired employees will cease upon the death of the Employee.

c. The Hospital shall also extend the above insurance coverages to any employee who is on unpaid leave of absence during which there is an eligibility for Workmen's Compensation benefits.

d. If an employee is on unpaid leave of absence, except as provided for in (c) above, she/he shall continue to be covered for a minimum period of one (1) month following her/his last day of payment, after which the employee shall be offered the opportunity to continue her/his coverage at personal expense through the Hospital group.

e. Any insured employee who resigns or is terminated for any reason other than retirement or death, shall continue to be covered for a minimum period of one (1) month following her/his last day of payment, after which the employee shall have the opportunity to continue her/his coverage at personal expense on a direct basis.

Section 2 - Dental Plan

All employees shall be provided with a County Dental Plan (#3134-05), with full family coverage. The Plan will be fully paid by the Employer.

Section 3 - Prescription Plan

A \$2.00 co-payment prescription plan shall be provided by the Employer to all Bargaining Unit employees and their dependents at the Employer's cost.

Section 4 - Disability Plan

a. The disability plan provides for co-payment by the employee and Employer. The plan will provide for benefits equal to or better than the following: Sixty percent (60%) payment of weekly wages not to exceed \$400.00 per week for a period of one (1) year after an eight (8) calendar day waiting period from the date of illness, injury or accident. Maternity leave is covered by the plan.

b. If an employee has accrued sick time, this must be used for forty-four (44) calendar days prior to the onset of payment of temporary disability benefits. During this waiting period, the employee shall use accrued sick time to receive payment. If the employee is still disabled on the 45th day, the temporary disability will begin. If an employee does not have accrued sick time, there shall be an eight (8) calendar day waiting period prior to payment of disability benefits.

Section 5 - Vision Care

Each employee shall be entitled to receive reimbursement up to one hundred dollars (\$100.00) per year for vision care services rendered to the employee himself only.

Section 6 - Increases

Any increases in health benefits provided to any organized employee of Bergen County, except the police, shall also be incorporated into this Agreement.

ARTICLE XXIX - LONGEVITY PAYMENT

Each full-time employee shall receive longevity payments starting with the sixth (6th) anniversary of employment. An additional lump sum payment shall be made on the completion of each anniversary, as follows:

\$200.00 for service period of six (6) to eight (8) years;

\$400.00 for service period of nine (9) to thirteen (13) years.

\$800.00 for service period of fourteen (14) to eighteen (18) years.

\$1000.00 for service period of nineteen (19) years or more.

Part time employees but not per diem employees shall receive proportionate amount of the above mentioned benefit.

ARTICLE XXX - DISCIPLINE/DISCHARGE

The Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. In the case of suspension, and/or discharge, the Employer will notify the Union and the Local Unit Chairperson in writing of such action. If the Association desires to contest such action by grievance process, it shall give written notice to the Employer within ten (10) working days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the grievance procedure.

ARTICLE XXXI - RESIGNATION

a. An employee who is resigning shall give the Employer three (3) weeks prior written notification. The notice will commence from the date the letter of resignation is submitted to the Head Nurse with a copy to the Divisional Director of Nursing or

appropriate administrative officer.

b. An employee who decides to resign during or following a leave of absence shall give written notification to the Employer no later than five (5) days after the expiration of the leave. Terminal benefits will be forfeited if the preceding notification is not followed.

c. In the event the Employer must terminate a provisional employee for reasons other than just cause, the employee will receive, at the Employer's option, one of the following as a terminal allowance:

1. A fifteen (15) workday notice;
2. Compensation to the extent the fifteen (15) workday notice is deficient.

d. All time accrued during such period (holiday, vacation, personal day), shall be pro-rated to the employee's termination date.

ARTICLE XXXII - SPECIALTY ITEMS

Section 1 - On Call; Operating Room

Nurses assigned to operating room duty shall be "on call" during their non-working hours as required by the Employer pursuant to the following conditions:

a. The employer will establish an "on-call" schedule which will be posted and which will state the names of the nurses who are on call and the dates and hours of on call duty for a four (4) week period. The Employer will make its best effort to schedule on call duty equally among the nurses assigned to operating room duty.

b. The Employer may assign a nurse to on call duty on a daily basis; Monday to Friday from 3:30 p.m., 4:30 p.m., or 5:30 p.m. to 7:00 a.m. the following day or on a weekend basis from 7:00 a.m. Saturday to 7:00 a.m. on the following Monday. The nurses assigned to be "on call" from Monday to Friday will work the eight (8) hours immediately preceding the designated "on call" time.

c. Nurses assigned to on call duty shall receive \$1.50 per hour for on call compensation.

d. A nurse who is on call shall be required to be available and return to the Hospital and perform operating room duties during their non-working hours when required by the Employer. Nurses who are required to return to the Hospital to perform such duties for eight (8) hours or less shall receive, in addition to on call compensation, eight (8) hours of pay at their regular hourly rate of payment.

e. Nurses who return to the Hospital and perform such duties for more than eight (8) hours during the on call period shall receive eight hours of payment at the hourly rate of pay and the balance of hours shall be compensated at time and one half (1-1/2) the hourly rate.

f. Nurses who are on call on a holiday and who perform operating room duties, shall have the same rights as the other nurses in the Bargaining Unit to take compensatory time off as per Article XXIV; Section 3.

g. The practice of providing sleep periods or rest periods for nurses who are called in on the off shifts to perform in the operating room shall continue.

h. Nurses assigned to on call duty will have cards which will admit them to the controlled parking areas. These cards are the property of the Employer and are controlled by the Department. Such cards are for the exclusive use of the nurses to be on call and are to be returned to the Department at the conclusion of the on call period.

i. If a nurse who is scheduled to be on call and is called in to work during the on call period is also scheduled to work on the following morning tour of duty, she/he will be permitted to arrive later than the previously scheduled or to leave earlier equal to the amount of time worked during the previous on call period, without loss of pay.

Section 2 - On Call: Invasive Laboratory

When called in for Invasive Laboratory procedures, the nurse shall be guaranteed a minimum of four (4) hours of paid time or time actually worked, whichever is greater, including overtime payment when such is applicable.

Section 3 - Unit 65

Unit 65 (ICU/CCU) shall be provided with scrub gowns at their option.

Section 4 - Instructors of Nurses.

a. Instructors will have four (4) hours per week for course preparation time. In addition, one (1) day will be allotted tri-annually for course revision. The Curriculum Committee will meet six (6) times per year.

b. The Employer will allow one (1) Instructor of Nurses to attend the ANA, NJSNA and JNESO Convention. Additional requests will be considered by Nursing Management.

Section 5 - Non-Nursing Functions.

Employees covered by this agreement will not perform any of the following listed functions except in an emergency where patient care is immediately jeopardized or those situations requiring the supervision of a professional nurse:

- a. Transportation of patients, cadavers, or specimens.
- b. Defrosting and cleaning of nourishment refrigerators; defrosting and cleaning of medication refrigerators after removal of medications by the Nursing Department.
- c. Cleaning of medication carts after the removal of medication by the Nursing Department.
- d. Obtaining and moving of equipment, including, but not limited to, beds, furniture, and orthopedic equipment.
- e. Caring for patient's personal clothing.
- f. Removal of paste from patient's hair after EEG.
- g. Cleaning of patient's units, including beds, over-bed tables, and cabinets.

h. Terminal cleaning of patient-related equipment, including bedside utensils.

i. The Hospital agrees within three (3) months after the inception of a cook/chill system throughout the facility the dietary service shall perform the duties of meal distribution.

j. Removal of substances on environment surfaces except where immediate safety is compromised.

k. Collection of data, except that which directly pertains to the nursing process. After evaluation by the appropriate Divisional Director of Nursing, requests for data will be made in writing.

Section 6 - Employee Lockers

Employees on each unit shall have access to a locker.

Section 7 - General Membership Meetings

By mutual agreement between the Hospital and the Union, the Hospital shall provide the Local Unit with an available room for its general membership meeting on the fourth Wednesday of each month. If the auditorium is available, such shall be utilized.

Section 8 - An off-unit nursing staff lounge shall continue to be maintained in Building 14, Building 11 and Building 12.

ARTICLE XXXIII - THE IMPAIRED NURSE

JNESO and Bergen Pines County Hospital support the goal of helping a nurse impaired by alcohol, drugs, mental or physical illness to return to an acceptable level of nursing practice. Every attempt shall be made to accomplish this through confidential assistance and guidance towards voluntary participation in an effective rehabilitation program for impaired colleagues. A nurse who requests a leave of absence for an impairment shall be granted an appropriate leave in accordance with New Jersey Department of Personnel Law for medical purposes.

ARTICLE XXXIV - JOINT SAFETY COMMITTEE

Three (3) members of the bargaining unit designated by the Local Unit will be appointed to the Hospital's Joint Safety Committee.

ARTICLE XXXV - ENTIRE AGREEMENT

This Agreement shall constitute the sole and entire Agreement between the parties with respect to rates of pay, wages, hours, and all other conditions of employment.

Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any full demands and proposals. There is no obligation on either party during the life of this Agreement to bargain collectively with respect to any matter whether included or not included in this Agreement except as provided for in this Agreement.

CHARGE PAYMENTS - GUIDELINES

1. Any staff nurse who is assigned the charge of a Nursing Unit (Day Shift) shall receive charge pay for such assignment for two (2) consecutive hours or longer exclusive of meals and rest periods. Lesser periods are unpaid.

2. Any period for which a Head Nurse does not appear for her/his regularly scheduled tour of duty (7:00AM to 3:30 PM) should be paid some charge pay and it is suggested that this be after the first 20 minutes after the tour has commenced retroactive to 7:00 AM.

Any Nurse who leaves 20 minutes or earlier prior to the conclusion of her shift, and if no other charge has been assigned shall be provided charge pay from the time the absence begins. At no time shall two (2) Nurses receive simultaneous charge payments.

3. If a Head Nurse is absent for Vacation, Sick Leave or the like, a Charge Nurse shall be assigned for that tour of duty.

ARTICLE XXXVI - EFFECTIVE DATES/DURATION


The term of this Agreement shall be from January 1, 1989 to December 31, 1990 at 11:59 p.m. and it shall take effect upon the execution by both of the parties.

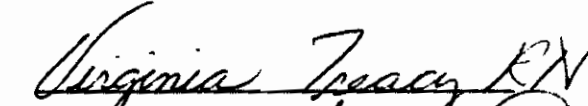
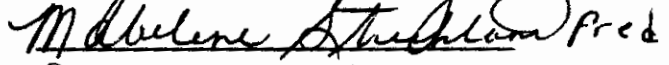
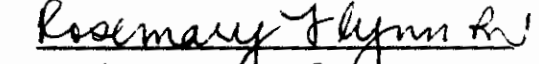
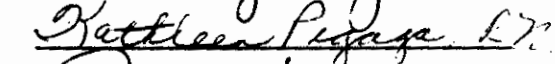
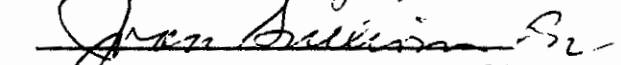
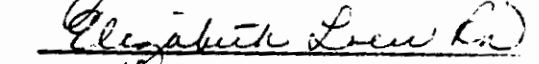
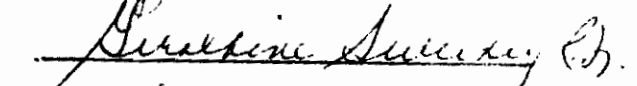
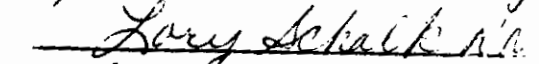

In the absence of written notice given at least one hundred and twenty (120) days prior to the expiration date by either party to the other party of its intentions to terminate, this Agreement shall automatically be renewed for a period of another year and from year to year thereafter, until such time as one hundred and twenty (120) days notice is given prior to the annual expiration date except as indicated in Article XXXV above.

IN WITNESS WHEREOF, the parties hereby have caused these present to be duly 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.

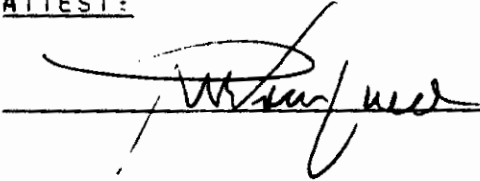
BERGEN PINES COUNTY HOSPITAL

JNESO



ATTEST:



ATTEST:
