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AGREEMENT BETWEEN
THE COUNTY OF BERGEN OPERATING THE
BERGEN PINES COUNTY HOSPITAL
and
COUNCIL 52, AND LOCAL 549 A.F.S.C.M.E., AFL-CIO
JANUARY 1, 1982 to DECEMBER 31, 1984

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PREAMBLE

This Agreement entered into between the County of Bergen hereinafter referred to as County, and New Jersey Council 52, and its affiliated Local 549, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Bergen Pines Hospital and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining concerning wages, hours and working conditions of employees for all Blue Collar and Craft Employees and the reflected employees as set forth in Appendix "A" but, excluding all office clerical, other professional employees, policemen, managerial executives and employees in units previously certified by the Public Employment Relations Commission, all supervisors within the meaning of the Public Employment Relations Act and all other employees.

It is agreed between the parties to this Agreement that Bergen Pines Hospital is an institution governed by the County of Bergen. Whenever the Hospital is mentioned in this Agreement, it is understood between the parties that the word "Hospital" is being used in place of the word "County" only for purposes of clarity.

ARTICLE II - UNION SECURITY

Section 1. Check off of Union Dues

- a) All employees covered by this Agreement may tender their membership dues to the Union by voluntarily signing the Authorization for Payroll Deduction of Union Dues Form provided by the Union.
- b) The Hospital agrees to deduct dues in the amount certified by

the Union.

c) Payroll deduction of Union dues shall become effective in the next full pay period following receipt of authorization by the Hospital.

d) The total of all such deductions, together with a list of employees from whom dues have been deducted, shall be remitted to the designated Financial Officer of Council 52, AFSOME, AFL-CIO, 516 Johnston Avenue Jersey City, New Jersey 07304, monthly, by the 15th. day of the month following deduction.

e) Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Hospital in advance of effective date.

f) Each employee who, on the effective date of this Agreement, is a member of the Union shall maintain his membership in the Union for the duration of this Agreement.

g) Dues, deductions for any employee in the bargaining unit shall be limited to the Union, the majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 next succeeding the date on which notice of withdrawal is filed.

h) The Employer will commence to withhold, from the salaries of these employees who are covered by this Agreement and who have not executed authorizations permitting the Employer to withhold the full amount of union dues as provided in Section 1 hereinabove, a representation fee equal to 85% of the uniform fee & forward the amount so deducted to the Union in the same manner as provided in Section 1, of this Article. The Union represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements, imposed upon the Union pursuant to this paragraph and contingent upon the Union's continued compliance therewith.

The Union will defend, indemnify and save the Employer harmless against any

and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the employer pursuant to Section 2.

In the event that employees hired after the effective date of this Agreement do not within thirty (30) days of the date of hire execute written authorizations for withholding of union dues pursuant to Section 1. hereinabove, then the provisions of Section 2 shall be effective.

Section 2. Notification On New Employees

The Hospital agrees to submit to the Union Recording Secretary each month a list of new employees hired in the Unit covered by this Agreement, their job classification, home address and whether their employment is on a permanent, provisional, seasonal or temporary basis.

Section 3. Bulletin Boards

The Hospital agrees to provide a 30" x 30" (or equivalent) bulletin board for the exclusive use of the Union to post notices and other Union information at eleven (11) central work locations in the Laundry, Maintenance, Lab Area, Housekeeping, Dietary Department, Cafeteria, Nursing Supervisors' Office, Buildings 6,8 and 11. Material to be posted will include notice of Union meeting, notice concerning official Union business and notices covering social and recreational events. Copies of posted material will be given the Hospital. No material shall be posted which contains profane or obscene language or which is defamatory of the Hospital the County or its representatives and employees, or which is critical of or condemns the methods, policies or practices of the Hospital or the County or which constitutes election campaign material. Removal of material from such bulletin boards shall be done only by authorized representatives.

ARTICLE III - HOURS OF WORK

Section 1. Regular Hours

The regular hours of work each day shall be consecutive, except for interruptions for meal periods.

Section 2. Work Week

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

Section 3. Work Shift

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

Section 4. Work Schedule

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

Employees in the Nursing Department will have every other weekend off.

A weekend is defined as Saturday and Sunday only commencing on Saturday at 12:00 AM and concluding on Sunday at 11:59 PM.

Section 6. Rest Periods

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

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

shift, including all past practice regarding this benefit.

Section 7. Clean - Up Time

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

Section 8. Lunch Periods and Meals

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

Section 9.

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

ARTICLE IV - REPORTING TIME

Section 1. Call Time

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

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

Section 2. Premium Rates of Pay

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

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

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

Section 3. Work at Employee's Option

Overtime work shall be voluntary.

Section 4. Overtime Pay

All overtime worked shall be paid for as promptly as possible, and no later than four (4) weeks after it is worked. Compensatory time shall not be considered a manner of payment for overtime work.

Section 5. Distribution

To the extent possible, overtime work shall be distributed equally to em-

ployees in the same job classification and within a department.

ARTICLE V - SENIORITY

Section 1. Definition

Seniority means an employee's length of continuous service with the Hospital since his last date of hire.

Section 2. Probation Period

All new employees hired shall be considered as probationary employees for the first ninety (90) days of their employment. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees; however, probationary employees shall receive all benefits afforded to all regular employees. Probationary employees shall be formally notified of deficient/ineffective performance during the Working Test Period. Removal may be imposed. Such removal is not subject to the Grievance Process.

Section 3. Seniority Lists

Every three (3) months the hospital shall provide the Local Union Recording Secretary a seniority list for posting on all Union bulletin boards. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the Unit entitled to seniority.

Section 4. Breaks in Continucus Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

If an employee returns to work in any capacity after layoff, he shall retain credit for time worked prior to layoff.

ARTICLE VI - WORK FORCE CHANGES

Section 1. Promotion and Filling of Vacancies (Temporary)

- a) The term Promotion means the advancement of an employee to a higher

paying position.

b) Whenever an opportunity for promotion occurs or a job opening occurs in other than temporary situation in any existing job classification, or as the result of the development or establishment of a new job classification, and when time permits, a notice of such openings shall be posted on bulletin boards for a period of not less than ten (10) days stating the job classification, rate of pay and the nature of the job requirements in order to qualify. A copy of such notice shall be given to the appropriate representative designated by the Union.

c) Employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the Personnel Office.

d) The Hospital shall fill such job openings or vacancies from among those employees who have applied who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting, from among those qualified, the employee with the greater seniority.

e) When a promotion or reassignment results from this procedure, the Hospital will post the name of the individual appointed on the bulletin board for a period of ten (10) working days and notify the Union.

f) Any employee selected in accordance with the procedure set forth above shall undergo a reasonable trial period not to exceed sixty (60) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

g) Nothing in this section shall limit the Hospital's right and obligation to make appointments in the most expeditious way possible, so long as such action

follows the principles of showing preference to qualified employees on a seniority basis.

Section 2. Promotion and Filling of Vacancies (Permanent)

Whenever a job opening occurs in Competitive Civil Service job classifications, the normal procedure for the selection of candidates from an appropriate Civil Service Eligibility List shall apply, except:

a) That candidates on a promotional list promulgated by the Civil Service Department shall be given preference before any other considerations are made.

b) That upon the disposition of the List of names appearing on a promotional eligibility list in accordance with Civil Service rules and regulations, and upon the absence of any other established Civil Service eligibility list, selection of employees for provisional appointments to such job openings shall be made in accordance with the procedures set forth in Section 1 of this Article.

c) Employees receiving promotion shall be provisional in the higher paying job role until such time as they may become permanent.** The employees' performance during the first ninety days shall be reviewed. If such performance is unsatisfactory during this period, the Employer may return the Employee to his/her previous category. Such action is not subject to the grievance process. In such event, the Employee shall resume his/her former rate of pay.

If an Employee's performance or actions are unsatisfactory during any portion of the provisional appointment following the ninety day review period, and for 'just cause,' the Employer shall introduce progressive disciplinary measures subject to the grievance procedure.

** compensation for all promotions shall be consistent with Article VI; Section 3d

Section 3. Temporary Job Openings

a) Temporary job openings are defined as job vacancies that develop in any job classification because of illness, vacation or leave of absence or for any other reason.

b) Temporary job openings in higher classifications shall be filled by Hospital assignment or reassignment. Time and conditions permitting, the assignment or reassignment should be made in terms of a promotion based upon seniority and qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions. When it is necessary for higher classification employees to work in lower classifications and no one volunteers for such assignment, then the last senior employee in the classification nearest the lower classification of work to be performed shall be selected.

c) No employee shall be repeatedly assigned to a temporary job opening unless the employee specifically requests the assignment. The request must be in writing and submitted to the employee's immediate supervisor.

d) Employees temporarily assigned to any job opening for five (5) consecutive working days or longer shall be paid the rate established for the job as follows:

- 1) Either the greater of the rate of pay prior to such assignment plus 5% thereof or

- 2) The minimum rate of pay for the higher paying job title. Such increased rate of pay shall be paid from the first day of such temporary assignment.

e) When necessary for employees to perform the work of a lower paying job title, then the least senior employees in the job title nearest the lower paying title shall perform the work. However, such employees will continue to be paid at their regular rate of pay.

f) Upon promotion, and effective immediately, that formula shown in Article VI; Section d shall apply to all newly promoted employees.

g) Floating in the Nursing Department shall be assigned on a temporary basis only. Involuntary float assignments out of a work unit shall be rotated equitably within the appropriate work unit.

Section 4. Demotions

a) The term demotion, as used herein, means the reassignment not requested by the employee, of an employee from a position in one classification to a lower paying position in the same job classification or in another job classification.

b) Demotion shall not be used as a punitive measure.

c) In any demotion, the employee involved shall have the right to elect a layoff rather than the demotion.

Section 5. Layoff

a) In the event the Hospital plans to layoff employees within a job classification for any reason, the Hospital shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken.

b) 1. When such action takes place, it shall be accomplished by laying off temporary and probationary employees first.

2) Should it be necessary to further reduce the work force then regular employees shall be laid off in inverse order of seniority in compliance with Civil Service standards. In such instances, the Hospital would reserve the right to reassign employees as to shift and work location.

c) The Hospital shall forward a list of those employees being laid off to the Union on the same date that the notices are sent to the employees.

d) Employees to be laid off will have at least 45 days (calendar days) notice of layoff.

e) When an employee is laid off due to a reduction in the work force, the Hospital will make reasonable effort to reassign that employee to another job classification.

f) Any employee, having been notified of a layoff (or the Union acting on behalf of one or more such employees) may discuss the matter with the Personnel Officer if it is believed that an inequity exists with respect to an employee with less seniority who has not been laid off because he is in a different, but similar job classification of equal or lower rank. The Hospital agrees to meet with the employee or the Union to review such claimed inequity and to notify the employee (or the Union) promptly of its decision. If the decision does not satisfy the employee, he may file a grievance at Step #3.

Section 6. Recall

a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the Union and to the employee at his last known address by Registered Mail. If any employee fails to report to work within ten (10) days from the date of mailing of notice of recall, he shall be considered as having vacated his right for recall. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

b) No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled.

Section 7. Consolidation or Elimination of Jobs

a) It is understood and agreed that the Hospital will notify the Union immediately, in writing, of any decisions involving a change in its facilities or operations when such decision involves a change of assignment or work conditions of employees covered under this Agreement. It is the agreed intent that changes herein referred to include partial or total closure or termination of any facilities or operations, a consolidation or a partial or total relocation or removal of any facilities or operations.

b) Employees displaced by the elimination of jobs through job consolidation (combining of two or more of the duties of jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to another job for which they qualify in the service of the Hospital.

Section 8. Transfers

a) Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer. Transfer will not be unreasonably denied. Lateral transfers will result in no loss of pay to the employee.

b) Employees requesting transfers for reasons other than the elimination of jobs shall be considered for transfer to equal or lower paying job classifications on the basis of qualification and seniority, provided that a vacancy exists.

c) Employees requesting transfers because of the elimination of their job shall be transferred to the same job or any other job of an equal classification on the basis of qualification or seniority, as soon as vacancies exist.

d) Where an employee is subject to an involuntary transfer or relocation, the Hospital shall give written notice of such transfer or relocation to the employee as soon as possible with a copy furnished to the Union.

e) If an employee feels such transfer or relocation is unreasonable, then the matter may be processed as a grievance under the Grievance and Arbitration Procedure of this Agreement.

f) If an employee is transferred to a position not included in the Unit, he shall retain accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 9. Shift Preferences

Shift preference shall be granted where feasible on the basis of seniority within the same classification where a vacancy exists.

Section 10. Promotion

Any employee who has been promoted shall be probationary in the higher paying job title for thirty (30) calendar days.

ARTICLE VII-PERSONNEL FILES/EVALUATIONS

Section 1

- a) Evaluations shall be made at least once each year for all employees.

- b) Each employee shall be notified of his performance and shall have the opportunity to review such evaluation with his/her Supervisor. The employee shall have the opportunity for subsequent review of such evaluation with the Personnel Officer, if he/she so requests.

- c) Employees shall be furnished with a copy of any written reprimand or any written material of a derogatory nature that shall be made part of the personnel file.

Section 2

All employees shall have access to their own personnel files during reasonable working hours and upon written notification to the Personnel Officer. Such requests shall be reasonable as to frequency. Employees shall have the right to receive a photocopy of any document contained in his/her personnel file provided that a duplication fee of 0.10¢ per page is paid by the employee.

Section 3

All documents contained in the employee's file shall be initialled and dated by the employee at the time of examination.

Such initialling shall not constitute agreement with its content. The employee shall have the right to respond to in writing to any document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in his/her file dating from the effective date of

this Agreement.

Section 4

All prior disciplinary or derogatory material shall be removed from an employee's personnel file if he/she completes two (2) years without any disciplinary action.

Section 5

As of the effective date of this Agreement, grievances and the answer to grievances shall not be placed in an employee's personnel file.

ARTICLE VIII-HOLIDAYS

Section 1. Holidays Recognized and Observed

a) The following days shall be recognized and observed as paid holidays:

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

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

b) Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a recognized holiday falls on an employee's scheduled day off, or while he is on vacation, or any other previously approved absence with pay, he shall receive full credit for that holiday, and may request an alternate day off.

Section 2. Eligibility

a) Employees regularly scheduled to work forty (40) or more hours per week shall receive eight (8) hours of holiday credit for each holiday, regardless of their assigned work schedule.

b) Employees regularly scheduled to work more than forty (40) hours per week shall receive the same holiday benefit as any full-time employee.

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

d) To be eligible for any paid holiday, the employee must be working on his last scheduled work day before the holiday, and on his first scheduled work day after the holiday, except when an employee is absent on a previously-approved absence with pay. Any absence without pay, even for a part of a day, shall disqualify the employee from such holiday pay.

e) An employee who calls in sick on the day immediately preceding or following a holiday shall be required in such cases to bring or mail a Doctor's Certificate to the Payroll Office within five (5) days of the notification, or he shall not be eligible for either sick pay or holiday pay.

f) In those departments which operate on holidays, no holiday may be taken off without obtaining Department Head approval.

Section 3. Holiday Pay for Off-Duty Employees

a) Employees who are authorized to be off duty on a holiday shall receive credit for that day in the pay period in which the holiday fall, and at their regular salary rate, including shift differential, when applicable.

b) Full-time eligible employees whose work day on a recognized holiday differs from the standard eight (8) hours, shall be paid for eight (8) hours, at their regular salary rate, including shift differential, when applicable

Section 4. Holiday Pay for Employees Who Work on the Holiday

a) If an employee works on a recognized holiday, he shall receive holiday pay at his regular salary rate, plus 50¢ per hour differential for any hours actually worked.

b) An employee may request cash payment for an eligible holiday.

c) In the absence of a request for cash payment for an eligible holiday, the employee shall be credited with the appropriate number of hours, and such hours shall be identified as "saved holiday hours" or "CTO hours." Such saved hours shall be shown on each employee's pay check stub every pay date, and they may be used by the employee to request an alternate day off, or pay in cash if requested, or upon termination of employment. Accrued holiday time may be used at dates and times arranged by mutual consent of the employer and the supervisor.

d) Any accrued holiday time which exceeds twenty-four (24) hours shall be automatically converted to cash payment by the Hospital.

Section 5. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, paid holiday time shall be counted as hours worked. Time and $\frac{1}{2}$ shall be paid for work performed on Christmas Day and New Year's Day.

Section 6. Religious Holidays

Employees may be granted time off without pay, if requested for religious holidays, or they may ask to have such time charged against earned vacation credits, personal leave or holiday time.

ARTICLE IX - VACATIONS

Section 1. Choice of Vacation Period

a) When feasible, vacation shall be granted at the time requested by the

employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation. Unless vacation preferences are submitted within twenty-one (21) calendar days after distribution, the employees shall forfeit his seniority rights with respect to vacation preference.

b) At the end of any calendar year, maximum accumulated vacation is the amount earned during that year, plus the amount earned in the preceding year. Unless used within that period, any excess is forfeited.

Section 2. Holiday During Vacation Periods

If a holiday occurs during any paid vacation period, credit shall be given for that holiday. Such situation shall not automatically extend holiday time in his request for paid leave.

Section 3. Vacation Rights in Case of Layoff or Separation

a) Any employee who is laid off, discharged, retired or separated from the service of the Hospital for any reason prior to taking his vacation shall be paid for any unused vacation he has accumulated at the time of separation.

b) In the case of the death of an employee, such payment shall be made to his estate.

Section 4. Vacation Schedule

All full-time employees covered by this Agreement shall be entitled to the following consecutive vacation period:

<u>Length of Service</u>	<u>Vacation Due</u>
Less than six (6) months	None
Six (6) months to eleven (11) months	One (1) eight (8) hour work day per month, retroactive to date of hire.

After one (1) year

Fifteen (15) eight (8) hour
work days.

After six (6) years

Twenty (20) eight (8) hour
work days.

ARTICLE X - LEAVES OF ABSENCE

Section 1. Eligibility Requirements

Permanent employees shall be eligible for leaves of absence after six (6) months' service with the Hospital.

Section 2. Application for Leave of Absence Without Pay

a) Any request for a leave of absence shall be submitted in advance, in writing, by the employee to his Department Head. The request shall indicate the starting date of leave of absence, the length of time being requested, and the reason therefore. Prompt response (of 5 working days) shall be provided to the employee. Such response shall be in written format.

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

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

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

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

ARTICLE XI - PAID LEAVES

Section 1. Funeral Leave

a) In the event of death in the family of an employee, he shall be granted up to four (4) days funeral leave with full pay.

b) Funeral leave is limited to the following family relationships: spouse, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other relative residing in the employee's household.

c) The Hospital reserves the right to require proof of death.

d) To qualify, employees must notify the Hospital of absence in advance, and not later than the time they are scheduled for duty.

e) Funeral leave shall not be deducted from sick leave, compensatory time off or any other leave. In the event a death in the family of an employee occurs while an employee is on vacation, the employee is eligible for the funeral leave benefits provided in this Article. But, the employee does not have the right to extend his vacation without approval from the Hospital.

Section 2. Personal Leave

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

Section 3. Jury Duty

a) Employees shall be granted leave of absence with pay when they are required to report for jury duty. Jury fees collected during such service shall be paid to the Hospital as partial reimbursement for salary paid, except for amounts paid for travel and meals. Such reimbursement shall fulfill the employee's responsibility.

b) Employees will be given receipts for money turned over to the Hospital.

Section 4. Civil Service Examinations

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

Section 5. Military Service Leave

Any employee who has been employed for one (1) year, and is a member of the National Guard, Naval Militia, or Military or Naval forces of the United States, and required to report for field training, shall be granted leave of absence with pay for the period of such training, not to exceed two (2) weeks. Leave must be requested in advance, in writing with proof of orders to report for training submitted therewith.

Section 6. Maternity Leave

A female employee, upon her request shall be granted permission to use accumulated sick leave for maternity purposes. In those instances where the employee's sick leave is limited and when requested by the employee the Hospital shall approve a leave of absence without pay not to exceed six (6) months. The employee shall submit adequate evidence of pregnancy. Subject to needs of the Hospital the employee may request an extension of unpaid leave for any period of time not to exceed six (6) months which request will not be unreasonably denied. The total period of maternity leave shall not exceed one (1) year.

Section 7. Union Leave

Members of the Union who are elected or designated by the Union to attend any meeting or educational conferences of the Union or other body to which it is affiliated, shall be granted the necessary time off without loss of pay,

provided that notification is given to the Hospital in writing by the Union at least two (2) weeks in advance, and also provided that such requests are not in excess of fifty (50) working days per year for all members. The Union may save union leave as defined and limited above, from the first year of this Agreement for use in the following year. The request shall be answered within five (5) working days.

Section 8. Court Appearances

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

b) Employees appearing in court pursuant to this section shall be paid in accordance with Article IV, Section 1 and 2 of this Agreement.

ARTICLE XII- LEAVES FOR ILLNESS AND INJURY

Section 1. Sick Leave May Be Granted For:

a) Absence from duty because of any non-service connected personal illness or injury by reason of which the employee is unable to perform his usual duties.

b) Exposure to contagious disease which results in quarantine by the Health Authorities.

c) A period not to exceed three (3) working days of emergency attendance upon a member of the immediate family seriously ill and requiring the presence of such employee. Immediate family is defined as: parent, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild or any other relative residing in the employee's household.

However, an employee who requires more than three (3) working days to attend upon a seriously ill resident spouse, child or parent may request sick leave for additional time. Each sick request will be individually considered

subject to the needs of the Hospital.

d) Up to three (3) hours will be allowed for an employee to visit a doctor or dentist if the doctor's or dentist's regular office hours conflict with the employee's regular hours of work.

Section 2. Exclusions

a) Visiting a doctor or dentist, except when such visit takes place during a period of disabling illness or injury, "and except as provided in Section 1 (d)."

b) Taking a family member to visit a doctor or dentist, except when such visit takes place as defined in Section 1 (c) of this Article.

c) Eye examinations or having glasses made.

d) Legal matters in connection with a deceased relative's affairs, except when such matters are handled during an approved funeral leave.

Section 3. Eligibility Requirements

a) The Hospital shall be notified of absence in advance of the employees scheduled reporting time. Failure to do so means automatic disqualification from sick pay.

b) The employee must complete Form 183 "Absence Notification and Request for Approval of Leave" immediately upon return to work, or sooner in case of lengthy absence.

c) The employee must submit a Doctor's Certificate which attests that he or an eligible family member was under the doctor's care and unable to work during the period of absence. Such certificate must be obtained for any absence for five (5) days or longer, or for shorter periods of requested. Waiver of such requirement for any period of less than five (5) days shall not constitute a waiver of the Hospital's right to require such certificate for any period of paid sick leave. For a period of less than five (5) days, a Doctor's Certificate

shall not be unreasonably requested.

Section 4. Allowance

a) Employees shall earn sick leave at the rate of one (1) day of sick leave for each month of service for full-time employees, and proportionate amounts for part-time employees.

b) At the end of the first year of employment, an additional three (3) days of sick leave shall be allowed, to make a total of fifteen (15) days for the first year. Thereafter, full-time employees shall earn sick leave at the rate of ten (10) hours per month, or fifteen (15) days per year.

c) Employees shall be eligible for sick leave after one (1) month of service at the Hospital.

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

Section 5. Accumulation

Sick leave shall be cumulative, without limit, throughout an employee's paid service at the Hospital.

Section 6. Unused Sick Leave

Unused sick leave may be chosen by eligible employees as an option in the Terminal Leave benefit described in Article XVIII.

Section 7. Service-Connected Injury

a) The Hospital shall provide coverage for all employees covered by this Agreement under the Workmen's Compensation Law.

b) Employees who are unable to perform their regular duties because of injuries received while on duty at the Hospital, and who are eligible to receive Workmen's Compensation benefits, shall receive full-pay Injury Leave in lieu of Workmen's Compensation benefit for a period of up to ninety (90) days. During any such period, a Doctor's Certificate shall be submitted to the Hospital every fourteen (14) days.

c) Injury Leave is granted in lieu of, and not in addition to, Workmen's Compensation benefits.

d) To be eligible for any service-connected injury benefit, the employee must report the injury promptly and formally, through notification to the immediate supervisor, and by reporting to the Employee Clinic or Emergency Room of the Hospital.

e) To be eligible for Injury Leave, the employee shall have a minimum of three (3) months' service at the Hospital.

f) To be eligible for Workmen's Compensation payment to private physicians, employees are required to choose such physician from a list of approved doctors and dentists available at the Hospital Personnel Office, Payroll Office and Emergency Room.

g) No charge is made to the employee by the Hospital for any in-patient or out-patient service provided by the Hospital, but where such service is covered by a health insurance policy, the Hospital shall have the right to seek insurance company reimbursement for services rendered.

ARTICLE XIII - UNPAID LEAVES

Section 1. Reasonable Purpose

Leave of absence without pay not to exceed six (6) months, shall be granted permanent employees for reasonable purpose, and such leave may be extended, but not to exceed a total absence for one (1) year.

Section 2. Union Leave

Permanent employees selected by the Union to perform duties away from the Hospital premises may, upon the written request of the Union, be granted a leave of absence without pay for a period not to exceed six (6) months. Such leave may, upon written request, be extended for one (1) additional six (6) month period, and shall not exceed a total absence of one (1) year.

Section 3. Education

a) After completing one (1) year of service, any permanent employee,

upon request, may be granted a leave of absence without pay for educational purposes. The total period of the leave of absence shall not exceed one (1) year.

b) One (1) year leave of absence without pay for educational purposes shall not be considered more than once in any three (3) year period.

ARTICLE XIV - MEDICINES

Section 1. Prescriptions Ordered by Hospital Physicians

When employees are under treatment by Hospital Physicians either as in-patients, clinic patients or emergency room patients, any medications ordered by such physicians shall be provided to the employee by the Hospital Pharmacy without charge.

Section 2. Other - Medications

In all other situations, the Hospital Pharmacy shall not be permitted to dispense medications to employees or members of their families.

Section 3. Major Medical Insurance

Under the terms of the Major Medical insurance coverage provided by the Hospital at its expense, the cost of medications for the employee or his eligible family is considered an eligible expense, and under the terms of the coverage, is reimbursable after any applicable deductible at 80% of actual cost.

Section 4. Prescription Drug Plan

The County will introduce a prescription drug plan for the benefit of the employees in the bargaining unit. The plan to be introduced is called the Union Prescription Service, \$2.00 co-pay, and is sponsored by the Blue Cross/Blue Shield of New Jersey.

ARTICLE XV - WAGES AND JOB CLASSIFICATIONS

Section 1. Wage Schedule and Job Classification

a) The Hospital retains the right to establish a new job classification as such need may arise, and to establish, subject to the grievance procedure,

wage schedules for such job classifications which are reasonably related to the wage schedules for existing classifications.

Section 2. Pay Dates

Pay checks shall be issued to Hospital employees on alternate Fridays, and shall reflect, insofar as possible, the correct amount payable to the employee for work performed through the pay period ending on the Saturday before the pay date.

If the pay date falls on a legal holiday, checks shall be distributed on the preceding day.

Employees who are "off duty" on any pay date, with the approval of the Hospital, may call for pay checks at 8:30 A.M. on pay dates.

Employees who are working on pay dates may call for pay checks at or after 11:00 A.M.

Employees who work on the evening or night shift may obtain their pay checks at 11:00 P.M. on the evening before the pay dates.

Except as stated above, no pay checks shall be issued in advance of pay dates, regardless of regular days off, vacations or other absences.

Employees who resign their positions shall be paid the amount due them on a regular pay date as soon as possible following their resignation.

The Hospital will distribute to employees who are not scheduled to work on a pay day, as defined in Article XV of the Labor Agreement between the parties, their salary checks at approximately 6:00 P.M. on the day preceding the pay date. The obligation of the Hospital is subject to and contingent upon salary checks being delivered to the Hospital in time to reasonably accomplish the sorting and distribution of the same.

The Hospital will establish a procedure concerning the security of the check and the manner and place of distribution.

Section 3. Differentials

a) In addition to the established wage rates, the Hospital shall pay an hourly shift differential in accordance with the following schedule:

BLUE COLLAR UNIT

Hospital Attendant	\$.40	Sr. Building Maintenance Worker	\$.46
Central Supply Aide	.40	Sr. Building Service Worker	.46
Food Service Worker	.40	Ass't. Building Service Supervisor	.52
Sr. Food Service Worker	.40	Assistant Baker	.40
Head Cook	.58	Sr. Maintenance Repairer +	
Cook	.46	Specialties	.58
Building Maintenance Worker	.40	Maintenance Repairer	.52
Building Service Worker	.40	Chauffeur	.40

The above amounts shall be paid to employees who work on full shifts beginning at or after 3:00 P.M. and ending at or before 7:00 A.M., and also to employees presently being paid shift differential.

b) During the agreement in addition to the established wage rate, the Hospital shall pay an hourly differential of 50¢ for all hours worked on Saturdays, Sundays or the holidays specified in Article VIII.

Section 4. Longevity Service Pay

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

- \$100 for service periods of from 6 to 8 years
- \$200 for service periods of from 9 to 13 years
- \$400 for service periods of from 14 to 18 years
- \$600 for service periods of 19 years or more.

Part-time employees who work 20 hours or more per week shall receive proportionate amounts of the above benefits. Employees who work less than twenty (20) hours per week shall not receive longevity benefit, regardless of length of service, or regardless of whether they worked more hours in prior years.

ARTICLE XVI - HEALTH AND WELFARE

Section 1. Blue Cross, Blue Shield, Major Medical

a) Employees shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical health insurance coverage for themselves and their eligible dependents. 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 twenty (20) hours per week shall not be entitled to such benefit.

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

c) The Hospital shall also extend the above insurance coverage 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 an unpaid leave of absence, except as provided in (c) above, he shall continue to be covered for a minimum period of one month following his last date of payment, after which he shall be offered opportunity to continue his coverage at his own 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 his last date of payment, after which he shall have the opportunity to continue his coverage at his own expense, on a direct basis.

Section 2. Life Insurance

The Hospital will provide, at its expense, life insurance to all employees who are members of the New Jersey Public Employee Retirement System, in the amount of

one-and-one-half (1½) times the employee's annual salary.

Section 3. Dental Benefit

All employees in the bargaining unit must belong to a group for the purpose of establishing a dental insurance benefit, known as the Delta Plan, sponsored by the New Jersey Dental Service Plan, Inc. 60 Evergreen Place, East Orange, New Jersey. Effective January 1, 1982 through December 31, 1984. The County will pay the entire monthly premium as set forth herein of \$3.68 (1 party); \$8.54 (2 parties); \$14.39 (3 or more individuals).

ARTICLE XVII - TERMINAL LEAVE

Employees who resign after reaching age 60 and those who retire through the Public Employee's Retirement System, regardless of age, may choose one of the following Terminal Leave options:

Option 1.

Lump-sum payment of one-half (½) of the employee's earned and unused accumulated sick leave, calculated at the average rate of pay earned during the year of his employment immediately preceding the effective date of retirement, provided that such payment shall not exceed \$12,000.

Option 2.

One (1) day of pay for each full year of service with the Hospital.

ARTICLE XVIII - SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure

a) The purpose of this procedure is to secure promptly, and at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.

b) In the wording of this statement of procedures, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

c) Any employee shall have the right to present his grievance through the Steps described in the following paragraphs without restraint, interference,

coercion, discrimination or reprisal.

d) If the Hospital does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant shall proceed to the next step of the procedure.

e) If, in the judgment of the Union's Grievance Committee and the Hospital's Personnel Director, a grievance affects a group of Employees, such grievance may be instituted at Step #3 of the Procedure, provided that group grievances shall not amend, modify or delete any provisions of the contract.

f) In the event any of the parties claim that a Civil Service rule or regulation has been violated, they shall be permitted to process a grievance or seek a remedy in accordance with the procedures provided by the New Jersey Department of Civil Service.

g) When an employee has processed a grievance through the procedure described in Section 2, he may, if his grievance has not been settled to his satisfaction upon completing Step #3, elect to seek a remedy in accordance with the procedure provided by the New Jersey Department of Civil Service in lieu of the arbitration process described in Step #4 of the Grievance Procedure, but he shall be bound by such election.

h) Nothing herein shall prevent the employee from processing his own grievance, provided the Grievance Committee may be present at any hearing on the individual's grievance.

i) The term immediate supervisor is hereby defined as the representative of the employer who is directly responsible for supervising the work of the employee and who has been designated by the employer to deal with Step #1 grievances. In certain circumstances, the immediate supervisor may also be a Department Head.

j) The term working days as used in this Article shall not include Saturdays, Sundays, Holidays or the grieving party's sick days or scheduled time off. However,

vacation days are included in the definition of working days.

k) Time limitations set forth in this Article may be waived by mutual agreement.

Section 2. Procedure

Any grievance or dispute which may arise between parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1.

An employee who has a grievance, may at the time of the grievance occurs or within ten (10) working days of the occurrence of the grievance or within ten (10) working days from the time the employee should have reasonably discovered the grievance notify his immediate supervisor of the grievance. However, grievances concerning the pay check must be brought within six (6) months of the issuance of the paycheck by the Employer.

Grievances not taken within the ten (10) working days shall be conclusively deemed waived. The employee and the immediate supervisor shall attempt to resolve the grievance at the earliest mutually convenient time and place.

The employee has the right to the presence of the departmental steward during the attempt to resolve the grievance. In the absence of the departmental steward the employee shall have the right to the presence of an alternate Union Representative.

Immediate supervisors and departmental stewards and their alternates will make decisions within the scope of their respective authority. A reply to a grievance at Step #1 may be oral and shall be given within two (2) working days of receipt of the grievance. If no reply is received within that period the grievance shall be deemed denied.

If a grievance is not settled, or is rejected or, is deemed denied by a

failure of the immediate supervisor to reply at the Step #1 level then, the employee or the Union may within ten (10) working days proceed to Step #2. If the employee or the Union does not proceed to Step #2 within ten (10) working days further grievance proceedings will be conclusively deemed waived.

Step 2.

In the event that the grievance has not been resolved at Step #1, the employee or the departmental steward or a designated Union Grievance Representative shall present the grievance in writing to the Department Head within ten (10) working days.

Within four (4) working days a meeting will be held at a mutually convenient time and place between the Department Head, the employee and the departmental steward or an alternate steward. In addition, the employee has the right to have the presence of another local representative at this meeting. A written decision will be given within four (4) working days.

If the grievance has not been resolved or if the Department Head has not responded at Step #2 the employee or the Union may within ten (10) working days proceed to Step #3. If the employee or the Union does not proceed to Step #3 within ten (10) working days further grievance proceedings will be conclusively deemed waived.

Step 3.

In the event that the grievance has not been resolved at Step #2 the employee or the Union shall present the grievance in writing to the Personnel Officer or his designee within ten (10) working days of the failure to resolve the grievance. Within ten (10) working days a hearing will be held at a mutually convenient time and place between the Personnel Officer or his designee, and the Union Grievance Representatives. Both parties may seek the advice of counsel to assist them in their decisions. A written reply shall be given to the Union within ten (10) working days of the hearing. Both parties may have testimony given by appropriate

persons including the aggrieved employee.

Step 4.

In the event a grievance has not been resolved at Step #3 the Union, but not the employee, may within thirty (30) days submit the grievance to arbitration. Failure to so submit the grievance shall be deemed a conclusive waiver of the right to arbitration. An arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall have no power to add to, detract from or change in any way the terms of this Agreement and he shall be limited to consideration of only the terms expressed therein.

The expenses of arbitration shall be shared equally by the parties. The parties shall cooperate to schedule a prompt hearing.

Section 3. Matters Relevant to the Grievance Procedure

a) The Hospital will give written notification to the Union of grievance hearings or meetings beginning with Step #2 for all employees in the bargaining unit.

b) The Union reserves the right to have non-employee Union representatives at all steps of the grievance procedure.

c) (1) To the extent necessary, Grievance Committee members (limited to the appropriate steward and the President or his/her designee) may, upon obtaining approval from his supervisor, investigate grievances during working hours without loss of pay, provided that such investigation of an already-formalized grievance shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied.

(2) A formalized grievance is defined as one which has been initiated at any step of the grievance procedure. A grievance committee member who is

investigating an already formalized grievance at any step shall notify the supervisor in the work area where the grievance allegedly occurred of his intention to investigate a grievance and shall request the permission of the unreasonably denied. Both parties recognize that patient care shall not be disrupted for the purpose of grievance investigation.

Section 4. Grievance Committee and Stewards

a) The names of Officers and Stewards of the Local Union who may represent the employees shall be certified in writing to the Hospital by the Local Union. Individuals so certified shall constitute the Union Grievance Committee.

b) The Officers of the Union and Representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Personnel Director any conditions which may be a threat to the normal operating conditions of the Hospital.

ARTICLE XIX - DISCIPLINE AND DISCHARGE

Section 1. Exercise of Rights

a) The procedures for taking disciplinary action or measures against any employee covered by this Agreement shall be as set forth in the following sections.

b) Disciplinary action or measures shall only include Oral Reprimand, Written Suspension and Discharge.

c) Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Where the Hospital seeks the imposition of a suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall only be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The writing shall be served on the employee at the time the discipline is imposed and shall contain a full description of the specified acts and conduct, including reference to dates, time and places, when relevant. The Union shall be notified in writing of such action within twenty-four (24) hours.

An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the imposition of the charges, or more than ninety (90) days after the Hospital learns of a punishable act, or identifies the responsible person. A grievance filed as a result of suspension or termination may be initiated at the third step of the grievance procedure.

d) An employee who believes he is not properly classified or who believes he is working outside his classification may file a grievance. However, if the grievance is not settled at Step #3, it shall be referred to the Department of Civil Service in lieu of the arbitration procedure set forth in Step #4.

ARTICLE XIX A - LABOR MANAGEMENT MEETINGS

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 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 in advance, 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. The members of the Union attending such conferences shall not lose time or pay for time so spent, nor for up to one-half ($\frac{1}{2}$) hour spent in meeting together preceding such a conference. If requested by either party, an answer will be sent in 7 working days.

ARTICLE XX - GENERAL PROVISIONS

Section 1. Discrimination and Coercion

a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital

status, race, color, creed, national origin, union membership, union activity or political affiliation.

b) All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

c) Nothing in this Agreement shall interfere with the Hospital's right to communicate with its employees, or with the Union's right to communicate with its employees, or with the Union's right to communicate with its membership.

Section 2. Union Activities on Hospital's Time and Premises

a) The Hospital agrees that appropriate Union employee representatives who have been officially designated to the Hospital by the Union shall be allowed to perform the following activities during working hours and without loss of pay, provided that the activities allowed shall be performed with reasonable speed and with permission of the immediate supervisor. Permission will not be unreasonably withheld.

(1) Official Union notices, as defined in this Agreement, may be posted on designated bulletin boards provided by the Hospital for exclusive use by the Union, under terms of this Agreement.

(2) Officials communications authorized by the Local Union or its officers shall be transmitted to the Hospital Executive Director.

(3) Discussion concerning the enforcement of any provisions of this Agreement may be held with the Hospital Executive Director or his representative, but this is not intended to include discussion of such matters with Departmental Heads, Supervisors or other employees.

(4) International and Council Representatives may confer with employee representatives after notification to the Executive Director or his designee.

b) The Hospital and the Union recognize that Union officers and stewards have in their Union-related activities a need for continuity in their assigned location which exceeds that of other employees. The Hospital will endeavor to maintain such continuity in the job assignments of Union officers and stewards. The Union recognizes the Hospital's right of job assignment.

Section 3. Contract Negotiations

a) The Hospital will give time off without loss of pay for up to eight (8) employee members of the Local Union Contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours. The Union Negotiating Committee shall not exceed twelve (12) employee members.

b) This Agreement shall remain in full force and effect during any period of negotiations that take place subsequent to the expiration of this Agreement.

Section 4. Work Rules

a) The Hospital reserves the right to make new work rules or rule changes as necessary to assure continued quality patient care. Notwithstanding this fact, the Hospital agrees that any changes or modifications in conditions of employment are negotiable.

b) Employees shall comply with all rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

c) An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 5. Protection and Security for Employees

The Hospital shall provide adequate security and protection at all work locations for employees during their respective work shifts.

Section 6. Joint Safety Committee

The Hospital and the Union agree jointly to establish a Safety Committee. The Committee shall consist of eight (8) Union-appointed representatives chosen from the following Departments: Nursing , Food Service, Maintenance, Laundry, Therapy, Radiology, Pathology, and Housekeeping, and eight (8) Hospital-appointed representatives. The Joint Safety Committee shall make recommendations to Hospital management concerning the improvement or modification of conditions which may be hazardous to employees, patients or Hospital property.

The Committee may review accident reports, receive and evaluate complaints involving safety, and investigate safety matters to the extent necessary to make recommendations. It shall conduct meetings at the Hospital as required from time to time for the sole purpose of discussing accident prevention and suggesting suitable corrective measures. When meetings are held during the regular working hours, attendance shall be without loss of pay.

A reasonable recommendation by the Joint Safety Committee which is not acted upon by the Hospital, may be resolved through the Grievance Procedure, initiated at Step #3.

Section 7. Parking

The Hospital shall provide adequate and safe parking facilities for its employees near work locations, and it shall make available to employees without charge, on request, decals to identify employee vehicles. The Hospital will not be responsible for loss or damage, or for summonses issued for cars parked improperly or without identifying decals.

Section 8. Staffing

The Hospital reserves the right to determine safe and adequate staffing levels in all work locations, subject to review by the Joint Safety Committee.

An unresolved complaint shall be resolved through the Grievance Procedure beginning at Step #3.

Section 9. Part-time Employees

Part-time employees are those employed on a regular basis for less than forty (40) hours per week. Such employees shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement, but on a pro-rated basis, with the exception of hospitalization and medical insurance benefits and terminal leave benefit, or as otherwise stipulated elsewhere in this Agreement.

Section 10. Part-time Benefits

Any employee regularly scheduled to work less than twenty (20) hours per week shall not be entitled to hospitalization and medical insurance or terminal leave benefit.

Any employee regularly scheduled to work less than twenty (20) or more hours per week shall receive the same hospitalization and medical insurance benefits as are granted full-time employees.

Section 11. Temporary Employees

a) Temporary employees, as defined in this Agreement, are those hired for a period of six (6) months or less.

b) Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status shall be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.

Section 12. Disabled Employees

The Hospital shall make every effort to place employees, who, through physical or other handicap, become disabled on their jobs, to vacant positions which they are able to perform.

Section 13. Membership Packets

The Hospital shall provide copies of this Agreement in handbook for to all employees in the bargaining unit, and to all new employees hired into that Unit. The Hospital further agrees to distribute to new employees included in this Unit membership packets which the Union may supply, containing information as to existence and certification of the Union and its role, provided such material is mutually agreed upon by the Hospital and the Union.

Section 14. Union Privileges

The following privileges shall be granted the Union, provided they are not abused:

a) Telephone messages for Union Officers or Stewards shall be delivered by the Personnel Office as soon as possible.

b) The Hospital mail delivery service will be available for mail addressed to the Union Officials.

c) The Union shall be allowed to conduct normal business meetings on Hospital property, provided that space is available, and requests are made and approved in advance of the proposed date of use, and that liability for damages, care and maintenance and any costs attendant thereto shall be borne by the Union.

Section 15. Housing and Meals

a) The Hospital shall continue its policy of no discrimination based on race, color or creed in the assignment of employees to living quarters or eating facilities. In addition, Hospital rules shall be enforced with due respect for the employee's rights to dignified treatment and privacy.

b) Employees residing in living quarters will be notified they are liable for damages beyond normal wear and tear. Prior to separation of any employees from Hospital service and payment of final compensation, the institution shall inspect the premises occupied by the employee to determine whether any claims will be made for damages to the property or furnishings.

Section 16. Safety

No employee shall be required to perform work under conditions which are hazardous to his physical safety. Subject to the grievance procedure, compliance with safety regulations by law shall rest with Hospital administration. An employee's protest for work he considers hazardous shall not warrant disciplinary action.

Section 17. Dress Code:

The Hospital reserves the right, subject to the grievance procedure, to require dress and appearance standards suitable to the employee's position and aspect of duties, and to make reasonable changes in those standards from time to time.

The Hospital agrees to continue to provide uniforms to employees in the Housekeeping Department, Dietary Department and Laundry Department, Maintenance Department and to additionally provide uniforms to employees in the Garage and Print Shop. All such employees shall pay the Hospital a uniform usage fee, not to exceed \$15.00. In addition, such employees will be charged for loss or damage to uniforms resulting from the employee's negligence or willful damage. All such uniforms remain the property of the Hospital and shall be returned to the Hospital in good condition, except for normal wear and tear upon termination.

Employees in departments not listed above shall be responsible for providing uniforms at their own expense, which conform with the Hospital's dress and appearance standards.

It is agreed that female employees may wear pantsuit-type uniforms, provided they conform to the general dress code of the department. Technical employees shall wear either a white laboratory smock or a short white jacket.

Section 18. Supervisory Employees

a) Supervisory employees, as defined in the New Jersey Employer-Employee

Relations Act, shall not engage in work belonging or assigned to employees within the bargaining unit, except in cases where an emergency exists and no qualified person is available.

b) The Union recognizes the Hospital's right to assign an employee tasks outside of his job classification when necessary. The Hospital agrees not to do this arbitrarily.

Section 19. Personal Damage

If an employee is attacked while carrying out the duties of his/her job, which results in damage to his/her personal property, the Hospital shall reimburse the Employee for necessary repair or replacement upon demonstrated proof of the incident.

This shall not apply to accidental damage unrelated to an attack, or to damage inflicted by one employee upon another.

Section 20. Employee Lounge

An area on 11-2 may be used as an Employee's Lounge including use by the members of another bargaining unit (NJELU; Local # 1-Technical Unit).

ARTICLE XXI-SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendum thereto is determined to be illegal, unenforceable or null and void by any court of competent jurisdiction, such decision shall apply to the specific articles, sections or portions thereof specified in the decision. Upon the issuance of such a decision, the parties agree to meet promptly for the purpose of renegotiating the section or portion declared invalid. All other provisions of this Agreement shall continue in effect.

ARTICLE XXII-MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this Agreement which has been recognized by the Hospital shall be retained and remain in force, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed upon in writing.

ARTICLE XXIII-STATUTORY PROVISIONS

It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIV-STRIKES AND LOCKOUTS

No lockout of employees shall be instituted by the Hospital during the term of this Agreement.

No strike of any kind shall be caused or sanctioned by the Union. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.

ARTICLE XXV-RATES OF PAYMENT

Appendix 'A' and Appendix 'B' of this Agreement shall reflect wage and salary adjustments and the new minimum/maximum scales for classifications in the Blue-Collar Unit.

ARTICLE XXVI-WAIVER CLAUSE

This Agreement constitutes the entire agreement between the Hospital and the Union. During its life, the parties unqualifyingly waive the right and agree that the other shall not be able to renegotiate collectively with respect to any subject or matters referred to or covered in said Agreement.

ARTICLE XXVII-MANAGEMENT RIGHTS

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

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

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

1. The types of health care service to be provided by the Hospital, and the planning, direction and control of all operations.
2. The size and location of the Hospital, the numbers of specific units and changes therein.
3. The means of providing health care services consistent with the requirements of law, quality standards of care, the practice of the medical staff, and the welfare of patients.
4. Implementation of any program or technological change, and the introduction of new or improved methods, programs and facilities, whether or not the same cause an enlargement or a reduction in the working force or department, function or division.

5. The safety of patients and employees, and the protection of property.
6. The size of the work force and the assignment of or transfer of employees to other departments or shifts as operations may require.
7. Determination of charges for services and other relationships between patients and the administration of the Board of Managers of the Hospital.
8. Suspension or elimination, and addition, reorganization, or expansion of services, with any consequent reduction or other change in the work force.
9. Selection of qualified employees for hire, scheduling, promotion, demotion, layoff, transfer, discipline and discharge for cause.
10. Maintenance of facilities and services, including performance standards, required by licensure, accreditation or the Hospital's standard of patient care.
11. The appointment and conduct of such technical, operational or professional advisory personnel and committees as are required for the information of the Board of Managers and its administration, or to meet the requirements of licensure, accreditation or other obligations.
12. The designation of supervisory employees as agents of the Hospital management and the delegation of authority to them.
13. The right to promulgate and enforce reasonable rules and regulations.

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

ARTICLE XXIX - HEALTH AND WELFARE WAIVERS

- I. The Employer agrees to apply for a waiver from the State of New Jersey in order to provide State Disability Insurance coverage to all members of the bargaining unit.

In the event that such a waiver is not granted, the parties agree to re-open negotiations in this area at such time as the waiver is denied.

- II. The Employer agrees to provide Dental coverage under the Delta Plan # 3134-05. The parties agree to re-open negotiations in this area prior to 7/83 to provide increased benefits at no additional cost to the Employer. If such benefits at the same cost is not available, then the above Delta Plan # 3134-05 shall remain in its place.

ARTICLE XXX - ECONOMIC - MODIFICATIONS/ADDITIONS

1. The parties agree to a 9.2% increase for each of 3 years commencing with January 1, 1982 and to be paid to all employees on the Employers' Payroll who are reflected on December 31st of each preceeding year. Each payment shall be effective on the first of each successive year through the final such payment or January 1, 1984.
2. A 0.05¢ per hour shift differential shall be added to current shift payments as reflected in the Agreement (ARTICLE XV).
3. An expansion of Health Insurance coverage benefits effective May 1982 concurrent with Bergen County change-over.
4. An increase in the minimum rates of payment to all categories of 0.20¢ per hour in 1982 and 1983 and 0.25¢ per hour in 1984 except to the following:

Head Cook

Cook

Sr. Offset Machine Operator

Offset Machine Operator

Sr. Maintenance Repairer (Specialties only)

Hospital Attendant

These categories shall receive a minimum rate change of 0.30¢ per hour in 1982 and 1983 and 0.25¢ per hour in 1984.

5. Any Food Service Worker/Cashier if so reclassified through the life of this Agreement shall receive a 0.10¢ hour increase in their respective rate as of the date of change of classification.
6. No employee shall receive a lump sum payment through the life of this Agreement.

7. Employees shall receive a cost of living payment, in the form of a lump sum payment, which shall be in addition to, but not part of the Employee's hourly rate of pay. Payment shall be computed and paid for as set below.

The standard for measuring the cost of living payment shall be the Consumer Price Index for the New York-North Eastern-New Jersey Region (1967=100) as computed by the U.S. Department of Labor, Bureau of Labor Statistics. For each full percent by which the Index increases during the period November 1, 1981 to October 31, 1982, the employees shall receive two-cents for every hour for which they were otherwise paid during said period.

Payment will be made by no later than December 15th of each year.

Payment will not be limited by the fact that employees are at the maximum rate of pay for the job title.

Employees hired after November 1, 1981 shall accrue the right to the lump sum payment beginning with the first day of the first payroll period after the employee was hired.

Cost of living payments shall be made in December 1983 and December 1984 in the same manner as the payments for the period during the first year of this Agreement.

8. Effective January 1, 1982, a 9.2% increase shall be provided to all employees on the Employer's Payroll as of July 1, 1982.

9. Effective January 1, 1983, a 9.2% increase shall be provided to all employees on the Employer's Payroll hired prior to 1/1/82.

10. Effective January 1, 1984, a 9.2% increase shall be provided to all employees on the Employer's Payroll hired prior to 1/1/83

11. No employees receiving an adjustment to bring their salary to a new minimum rate shall receive other monies in 1982 if such is equal to or greater than a 9.2% change in hourly rate of payment.

12. Employees hired at the new minimum rate in 1982 shall receive an adjustment to the salary rate on the respective anniversary date in 1983. All other employees shall receive such adjustment on 1/1/83.

13. Employees hired at greater than the minimum rate in 1982 shall receive an adjustment to the salary rate on the respective anniversary date in 1983.

14. Employees hired during the life of this Agreement shall receive the negotiated increase on the anniversary date in the following year, then on the subsequent first of each successive year.

15. Maximum rates shall continue as in Appendix 'B' except where an individual's salary exceeds the maximum. Then, the individual's change shall reflect the new maximum rate.

ARTICLE XXXI-TOOL KIT

The Employer agrees to provide all tools, not included in the basic tool kit, which it deems necessary to complete all assigned tasks. The Employer not the Employee shall determine departmental need for 'appropriate tools.' The Employer shall replace all tools which may become damaged through standard use and the normal wear and tear.

All tool kits shall remain the property of the Hospital and shall remain at the Hospital. Such kits may not be used for personal reasons by the Employee at any time.

All tools shall be returned to the Employer upon completion of service to the Hospital. Such tools must be returned in clean and workable condition prior to departure. Failure to accomplish such requirement, that is the return of all tools in workable condition shall prompt the Employer to show a payroll deduction for the cost of all such items not returned as required.

THE TOOL KIT:

ELECTRICIAN

Tool Pouch
Hammer
Hacksaw
Adjustable Wrench (8")
Diagonal Cutters
Needle Nose Pliers
Hex Keys
Side Cutters
Tape
Phillips Screwdrivers (3)
Straight Blade Screwdrivers (3)

LAUNDRY MECHANIC

Hammer
Adjustable Wrenches (12" & 14")
Straight Blade Screwdrivers (2)
Phillips Screwdrivers (3)
Allen Wrenches
Needle Nose Pliers
Diagonal Cutters
Water Pump Pliers
Vise Grips

ARTICLE XXXIII-TOTAL AGREEMENT

The foregoing constitutes the entire Agreement between the parties and shall supercede any and all Rules and Regulations in conflict therewith which were previously in effect. All other Rules and Regulations affecting conditions of work which were in effect at the time of the signing of this Agreement shall remain in effect and are made part of this Agreement.


Nothing herein shall be construed to supercede any decision issued by a governmental agency of competent jurisdiction relevent to the issues covered in this Agreement.

ARTICLE XXXII-TERMS & RENEWAL

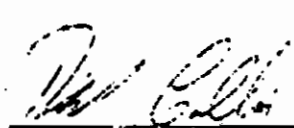
Except as otherwise agreed herein, this Agreement shall be in full force and effective retroactive to January 1, 1982 and shall remain in effect from January 1, 1982 through December 31, 1984. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing prior to the expiration date of this Agreement of a desire to change or modify this Agreement. During any period of extended negotiations, this Agreement shall remain in full force and effect until a subsequent Agreement is reached.

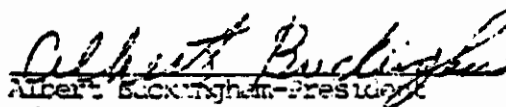
IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officers or representatives on the day and year first set forth above.

ATTEST:


Freeholder Director Robert Pallotta


R.W. Kornfeld-Personnel Officer


Richard Collins-Representative
of AFSCME: Council 52


Albert Buckingham-President
of AFSCME: Local # 549

	1982	1983	1984
Ass't Laundry Supervisor	\$ 9020 - \$ 15086	\$ 9436 - \$ 15086	\$ 9956 - \$ 15086
Sr. Laundry Worker	\$ 8670 - \$ 14741	\$ 9086 - \$ 14741	\$ 9606 - \$ 14741
Laundry Worker	\$ 8320 - \$ 14319	\$ 8736 - \$ 14319	\$ 9256 - \$ 14319
Sr. Linen Room Attendant	\$ 8670 - \$ 14741	\$ 9086 - \$ 14741	\$ 9606 - \$ 14741
Seamstress	\$ 8320 - \$ 14319	\$ 8736 - \$ 14319	\$ 9256 - \$ 14319
Ass't Bldg. Serv. Superv'r	\$ 9020 - \$ 15086	\$ 9436 - \$ 15086	\$ 9956 - \$ 15086
Sr. Bldg. Serv. Worker	\$ 8670 - \$ 14741	\$ 9086 - \$ 14741	\$ 9606 - \$ 14741
Sr. Bldg. Main. Worker	\$ 8670 - \$ 14741	\$ 9086 - \$ 14741	\$ 9606 - \$ 14741
Bldg. Service Worker	\$ 8320 - \$ 14319	\$ 8736 - \$ 14319	\$ 9256 - \$ 14319
<u>Bldg. Maint'ce Worker</u>	\$ 8320 - \$ 14319	\$ 8736 - \$ 14319	\$ 9256 - \$ 14319
Head Cook	\$10348 - \$ 17184	\$10972 - \$ 17184	\$11492 - \$ 17184
Cook	\$ 9228 - \$ 15086	\$ 9852 - \$ 15086	\$10372 - \$ 15086
Head Meatcutter	\$10348 - \$ 17184	\$10972 - \$ 17184	\$11492 - \$ 17184
Meat Cutter	\$ 9228 - \$ 15086	\$ 9852 - \$ 15086	\$10372 - \$ 15086
Assistant Baker	\$ 8670 - \$ 14741	\$ 9086 - \$ 14741	\$ 9096 - \$ 14741
Sr. Food Service Worker/ Cashier	\$ 8520 - \$ 14319	\$ 8936 - \$ 14319	\$ 9456 - \$ 14319
Sr. Food Service Worker	\$ 8670 - \$ 14741	\$ 9086 - \$ 14741	\$ 9606 - \$ 14741
Food Service Worker	\$ 8320 - \$ 14319	\$ 8736 - \$ 14319	\$ 9256 - \$ 14319
<u>Canteen Clerk</u>	\$ 8320 - \$ 14319	\$ 8736 - \$ 14319	\$ 9256 - \$ 14319
Hospital Attendant	\$ 8788 - \$ 14744	\$ 9412 - \$ 14744	\$ 9932 - \$ 14744

1982

1983

1984

Sr. Maintenance Repairer Specialty

Plumber/Steamfitter	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643
Mason/Tilesetter	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643
Electrician	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643
Welder	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643
Locksmith	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643
Refrigeration/AC	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643
Carpenter	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643
Painter	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643

Maintenance Repairer Specialty

Plumber/Steamfitter	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Mason/Tilesetter	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Electrician	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Welder	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Locksmith	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Refrigeration/AC	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Carpenter	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Painter	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Maintenance Repairer	\$ 8892 -- \$ 15731	\$ 9308 -- \$ 15731	\$ 9828 -- \$ 15731
Medical Electronics Repairer	\$ 9471 -- \$ 16371	\$ 9807 -- \$ 16371	\$ 10407 -- \$ 16371
Sr. Maintenance Repairer	\$ 9471 -- \$ 16371	\$ 9807 -- \$ 16371	\$ 10407 -- \$ 16371

	1982	1983	1984
Chauffeur	\$ 8112 -- \$ 15185	\$ 8528 -- \$ 15185	\$ 8528 -- \$ 15185
Laborer	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319
Groundskeeper	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319
Sr. Stock Clerk	\$ 8670 -- \$ 14741	\$ 9086 -- \$ 14741	\$ 9606 -- \$ 14741
Stock Clerk	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319
Pharmacists Aide	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319
Physical Therapy Aide	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319
Occupat'l Therapy Aide	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319
Recreation Therapy Aide	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319
Central Supply Aide	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319
Sr. Offset Machine Operator	\$ 9700 -- \$ 17643	\$ 10324 -- \$ 17643	\$ 10844 -- \$ 17643
Offset Machine Operator	\$ 9242 -- \$ 15731	\$ 9866 -- \$ 15731	\$ 10386 -- \$ 15731
Laboratory Assistant	\$ 8320 -- \$ 14319	\$ 8736 -- \$ 14319	\$ 9256 -- \$ 14319

APPENDIX B' (# 3)