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AGREEMENT

between

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

and

NEW JERSEY STATE NURSES ASSOCIATION

11/79-12/31/80

(Supervisors)

AGREEMENT made and entered into this 30th day of November

1979 by and between Preakness Hospital of the County of Passaic (hereinafter called the "Employer") and the New Jersey State Nurses Association, with offices at 60 South Fullerton Avenue, Montclair, New Jersey, 07042 (hereinafter referred to as the "Union") acting herein on behalf of the employees of the said Employer as hereinafter defined now employed and hereafter to be employed and collectively designated as the employees.

WITNESSETH, whereas the Employer recognized the Union as the sole collective bargaining representative for the employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is the intent and purpose of the parties here that this Agreement promote and approve the mutual interests of the patients of the Employer as well of its employees through the improvement of the practice of nursing by the promotion of equitable employment standards and to avoid interruption and interference with service of the patients as set forth herein their Agreement covering rates of pay, hours of work and conditions of employment,

NOW, THEREFORE, in consideration of the mutual covenants contained, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

1.1a The Employer recognizes the Union as a sole and exclusive collective bargaining representative of all full-time registered professional nurses acting as Supervisors,

Assistant Directors of Nursing Education, Assistant Directors of Nursing and Directors of Nursing Services.

1.1b Excluded from the aforesaid bargaining unit are all Head Nurses, Utilization Review Coordinators and all other registered and graduate nurses, guards, all other supervisors as defined in the PERC Act and all others.

1.2 The parties agree that this contract shall apply and remain and continue in full force and effect at any location to which the Employer may move. The parties further agree that this contract shall apply to any new or additional facilities of the Employer and under its principal direction and control within the County of Passaic.

1.3 Whenever the word "employees" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement as defined in Article 1, Section 1, hereof.

1.4 Upon the signing of this Agreement, the Employer shall furnish the Union with a copy of a list of their employees covered by this Agreement. This list of employees in the bargaining unit is to contain the following information: employee's name, date of hire and rate of pay. The Employer shall supplement this list per annum to keep it up to date as far as practicable.

ARTICLE II

DEDUCTION OF UNION DUES

2.1 The Employer, upon receipt of written authorization from the employee in the form annexed hereto and made a part hereof as Exhibit A, shall pursuant to such authorization deduct from the wages to said employee each month, starting the first pay period following the completion of the employee's first ninety (90) days of employment, and remit to the Union regular monthly dues as fixed by the Union.

2.2 Employees must sign written authorization for deductions to commence or the employee may pay directly to the Association on their own.

2.3 Employer shall be relieved of making such "check off" deductions upon:

- (a) Termination of employment or
- (b) Transfer to a job other than one covered by the bargaining unit, or
- (c) Layoff from work or
- (d) An agreed leave of absence or
- (e) Revocation of the check-off authorization in accordance with its terms or applicable law.

Notwithstanding (a), (b), (c) and (d) above, upon return of an employee to work from any of the foregoing enumerated absences, the Employer shall immediately resume the obligation and make the said deductions, except that deductions for terminated employees shall be governed by the first paragraph of this Article.

2.4 The Employer shall not be obligated to make dues deductions of any kind from any employee in the bargaining unit who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

2.5 By the 10th day of each month, the Employer shall remit to the Union all deductions for dues made from the salary of employees for the preceding month, together with a list from all employees from whom dues have been deducted.

ARTICLE III

NURSES' RIGHTS

3.1 Pursuant to Chapter 303 of the Public Laws of 1968, and as amended by Chapter 123 of the Public Laws of 1974 and any amendatory sections made thereto, the Employer hereby agrees that every Registered Professional Nurse in this bargaining unit 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.

3.2 The Employer further agrees that it shall not directly or indirectly discourage, deprive or coerce any such

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

3.3 Nothing contained herein shall be construed to deny or restrict any nurses' such rights as she/he may have under the New Jersey Civil Service Laws or other applicable laws and regulations.

ARTICLE IV

UNION REPRESENTATION; BULLETIN BOARD; NEGOTIATIONS

4.1 A representative of the Union shall have reasonable access to the premises of the Employer for the purposes of adjusting grievances, negotiating settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement. The representative shall make an appointment in advance for such visits. The representative of the Union shall, on arrival at the Employer's place of business, clear through the regular channels for receiving visitors and may be accompanied by a representative of the Employer when visiting the premises of the Employer, provided there is no disruption of patient care.

4.2 The Employer shall provide a bulletin board which shall be in each nursing office to be used for the purpose of posting proper Union notices. Such bulletin board shall be placed conspicuously throughout the Employer's premises in places readily accessible to workers during their course of employment.

4.3 The work schedules of the bargaining unit employees elected as Union representatives shall be adjusted to permit attendance at Union meetings, seminars, etc., providing the

Employer's operation shall not be unreasonably impaired. Time off is not to exceed five (5) days in a contract year.

4.4 ASSOCIATION RIGHTS DURING NEGOTIATIONS

Time for negotiations will be mutually agreed upon by the Union and the Employer, members of the Union's Negotiating Committee shall receive their customary rate of pay while attending negotiations during their assigned work hours.

ARTICLE V

PROFESSIONAL PRACTITIONER COUNCIL

5.1 The Employer recognizes that due to their special education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care and, that, therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in a decision making process within the Employer's facility.

5.2 COUNCIL OF NURSING PRACTITIONERS

There shall be an Executive Council at the Employer's facility. Membership in the Council shall consist of all nursing practitioners covered by this collective bargaining Agreement. The Executive Council will be held on hospital time. The Council may establish such committees or sub-committees it deems desirable to carry out the functions set forth below. The membership of such committee shall be determined by the Council provided further that the meetings and activities of such committees and other groups under this section, shall be held during non-working hours, except as otherwise noted and agreed.

(a) Purpose - The purpose of the Council shall be as follows:

1. To make recommendations with respect to the philosophy of nursing practice, specific to the Employer's health care facility, in methods to foster adherence to that philosophy.

2. Foster adherence to standards of the nursing practice enunciated by the profession.

(b) Functions

1. Review and make recommendations regarding standards of nursing practice consistent with those enunciated by the profession and specific to the Employer's health care facility
2. Analyze the factors which facilitate or impede the practice of nursing and make recommendations regarding same.
3. Receive and review problems relating to the nursing practice.

(c) Responsibility and Authority of Council

1. Recommendations of the Council or committee recommendations approved by the Council shall be referred in writing to the Assistant Administrator of Health Services.
2. The Assistant Administrator or Health Services shall meet monthly at a regularly scheduled time to review recommendations from the Council. If a response is needed, it shall be given at the next subsequent meeting of the Council.
3. Minutes shall be kept of each meeting. One copy of the minutes shall be sent to the Administrator of the Hospital who shall initial them and signify that he has read them.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1.

(a) Grievance Definition: A grievance is defined as any dispute or controversy between the Employer and one or more of its employees or between the Employer and the Union. If any such grievance arises, it shall be submitted to the following grievance procedure.

(b) The purpose of this Article is to encourage the resolution of grievances at the lowest level possible and on an informal basis. The grievance procedure shall be informal and confidential unless otherwise stated in the grievance procedure.

Step 1: The bargaining unit employee shall first attempt to resolve the grievance immediately with her/his Director of Nursing. The grievance must be made known to her/his Director of Nursing no later than fifteen (15) calendar days from the date of the occurrence. This step shall be done on an informal basis.

Step 2: If the matter is not resolved in Step 1, or if no decision has been rendered within five (5) calendar days after presentation of that grievance at Step 1, she/he may file a grievance in writing with the Assistant Administrator of Health Services or her/his designated representative. A hearing on the grievance shall be held between the Assistant Administrator of Health Services or her/his designated representative. The Assistant Administrator of Health Services shall render a decision in writing within seven (7) calendar days.

Step 3: If the aggrieved party is not satisfied with the disposition of her/his grievance at Step 2, or if no decision has been rendered within seven (7) calendar days after presentation of that grievance at Step 2, she/he may file the grievance with the Hospital Administrator or her/his designated representative. A hearing on the grievance shall be held between the Hospital Administrator or her/his designated representative and the aggrieved party and the Union's designated representative. The Hospital Administrator will render a final decision in writing within seven (7) calendar days.

Step 4: If the aggrieved party is not satisfied with the disposition of her/his grievance at Step 3, or if no decision has been rendered in seven (7) calendar days after the hearing at Step 3, the aggrieved party may file a grievance with the County Director of Labor Relations or her/his designated representative. The hearing on the grievance shall be held for the grievant and the County Director of Labor Relations or her/his representative, and will render a final decision in writing ten (10) calendar days after the hearing.

Step 5: Arbitration: If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue in writing to arbitration within ten (10) calendar days following the expiration of the ten (10) days referred to in Step 4. The Union shall request a list of arbitrators from the New Jersey Mediation Service from which an arbitrator may be selected in accordance with the practice of said Board. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall have no authority to add to or subtract from or otherwise change or modify the provisions of this Agreement but shall be authorized only to interpret the existing issue in dispute. Each party shall bear one-half of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party. Only the Union and the Employer shall have the right to request arbitration.

Section 2.

Any Employee covered by this Agreement may be represented at all stages of the grievance procedure by her/his self or at her/his option, may be represented by or accompanied by a representative selected or approved by the Union, except at Step 1. When an Employee is not represented by the Union, the Union shall have the right to be present at all stages of the grievance procedure.

Section 3.

No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.

Section 4.

Parties in interest will cooperate in providing pertinent information concerning a grievance being processed. The Employer agrees that in presentation of a grievance there shall be

no loss in pay for the time spent in presenting the grievance by the grievant and the Local Unit Representative, who is an employee of the County throughout the grievance procedure, provided there is no abuse of time spent in pursuing grievances during the regularly scheduled work period of any such employee.

Section 5.

All time limits shall be deemed exclusive of holidays. The time limits specified in the grievance procedure shall be constructed as maximum. However, these may be extended upon mutual agreement.

Section 6.

Any disposition of a grievance from which no appeal is taken within the time limits specified herein or as extended pursuant to agreement, shall be deemed resolved and shall not thereafter be considered subject to the grievance provisions of this Agreement.

Section 7. Class Grievance - Discharge/Suspension

Class grievance or a discharge or suspension may be presented initially at Step 3, the Hospital Administrator, by the Union.

ARTICLE VII

STEWARDS

7.1 The Hospital Administrator shall be notified immediately in writing of the employees selected as the bargaining agent steward and none shall be permitted to act as such until the Employer is so notified. The Hospital Administrator shall be notified immediately in writing of the employees selected as the grievance shop stewards; there shall be one steward on each shift.

7.2 It is understood between the Employer and the shop stewards that a steward will be granted one (1) hour per week for contract administration during her/his working hours.

7.3 The Employer shall furnish the Union with a list of their representatives by job titles who are to participate in the settlement of grievances as provided for in the grievance procedure hereof.

ARTICLE VIII
NO DISCRIMINATION

8.1 Neither the Employer or the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex or age.

ARTICLE IX
SEPARABILITY

9.1 It is understood and agreed by the parties that if any of the provisions of this Agreement or the application thereof shall be held invalid as a matter of law, the remainder of this Agreement or the application shall not be affected thereby. If any Federal or New Jersey laws or regulations or final decisions of any Federal or New Jersey court or administrative agency affects any provision of this Agreement, each provision shall be deemed amended to the extent necessary to comply with such law, regulations or decisions but otherwise shall not be affected.

ARTICLE X
SAVING CLAUSE

10.1 Except as otherwise provided herein, the personnel policies and personnel regulations currently in affect shall continue to be applicable to all Registered Professional Nurses in this bargaining unit.

ARTICLE XI
EMPLOYEE STATUS

11.1 Classification:

(a) Employees covered by this Agreement will be classified as regular full time. A regular full time employee is an employee who has completed the probationary period as described herein and who regularly works forty (40) hours inclusive of paid meal time for a weekly period unless otherwise specifically provided in the appointment of the individual to that position. A regular full time employee will be eligible for all benefits in the manner provided in this Agreement.

11.2 Other Employees:

(a) Those employees who do not fit the definition of regular full time shall be defined as a temporary employee. A temporary employee is one who is so informed at the time of hire and was hired for a period of not longer than three (3) months or for the duration of such projects, leaves or vacation periods, whichever is greater, but in no event to exceed six (6) months. Said employees are not entitled to the benefits of this contract.

(b) In the event that a unit job, as defined within the Recognition clause of this contract, is vacant for a period of three (3) months or more in any one year, where possible the Employer shall fill said vacancy with a full time bargaining unit employee.

11.3 At present time the Employer does not have any part time employees working in the job categories as specified by the Recognition clause of the contract and presently does not intend to hire any part time employees. In the event that in the future time and the contract is still in effect, the Employer has agreed to open negotiations on this particular matter.

ARTICLE XII

HOURS

12.1 The regular work week for all full time employees shall consist of forty (40) hours per week, eight (8) hours per day. Such hours shall not exceed eighty (80) hours in a 2-week pay period. Employees shall receive four (4) days off for each 2-week period. A work week shall be Sunday through Saturday.

ARTICLE XIII

OVERTIME - COMPENSATORY TIME

13.1 When an employee performs duties directly related to nursing services, he/she shall be compensated at the rate of time and one-half, after an eight (8) hour day or a forty (40) hour week.

13.2 The following paid absences shall be considered as time worked for the purposes of computing overtime: holidays, vacations, jury duty, condolence days. Sick time shall not be computed in the overtime payment. In the event that the employee is out sick during the work week, and is asked to work a sixth day, she/he will have payment for services at straight time rate.

13.3 Overtime shall be divided equally among the employees wherever practical.

13.4 There shall be no pyramiding of overtime.

13.5 When an employee is required to attend meetings, seminars, workshops and other non-related nursing services duties, she/he shall be granted compensatory time off.

ARTICLE XIV

SENIORITY

14.1 Seniority will be by bargaining unit seniority for the purpose of promotion and demotion. Bargaining unit seniority shall be defined as the length of time the employee is continuously employed by the Employer in the titles covered by this Agreement.

14.2 Benefit seniority shall be based on the amount of continuous length of service with the Employer.

14.3 Accrual and Acquisition - An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the date of the employee's most recent date of hire. Seniority shall not accrue during leaves of absences unless otherwise set forth in this Agreement or while an employee is on suspension.

14.4 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.

14.5 Lists - The Employer will, upon execution of this Agreement and at least annually thereafter, furnish the Union with a seniority list.

14.6 Layoff - In the event of a layoff, this shall be done in accordance with the Civil Service rules and regulations which govern layoff.

14.7 Recall - Whenever a vacancy occurs, in a bargaining unit job classification, bargaining unit employees shall be recalled in accordance with bargaining unit seniority in the reverse order in which they were laid off.

ARTICLE XV

PROBATIONARY PERIOD

15.1 Employees will be on probation with said period commencing upon the date of their employment and for a period of four (4) months. During the probationary period, the employee will be subject to demotions, suspensions or other discipline or discharge at the Employer's sole discretion without recourse to the grievance procedure but will otherwise be covered in all respects by this Agreement.

ARTICLE XVI

ORIENTATION - INSERVICE

16.1 Staff Development Program - A planned orientation program under the responsibility and direction of the Employer will be continued. The Director of Nursing Service will assure that new nurses receive adequate orientation to the health care facility including specific orientation programs and individual responsibilities.

16.2 Inservice - An organized program of inservice education shall continue as in the past. Compensatory time shall be given for attendance at inservice programs if not held on the shift which the employee works.

ARTICLE XVII

TUITION REIMBURSEMENT - CONTINUING EDUCATION

17.1 Each full time bargaining unit employee shall be eligible to attend the established educational programs within the County and in accordance with County policy to receive supplemental courses towards a B.S.N.

17.2 Employees will also have the opportunity to attend professional conferences related to the work on a reasonable and non-discriminatory basis to the extent that it does not interfere with patient services, seminars, meetings, etc., approved by Administration, shall be reimbursed to the employee. Paid time off and fee for seminar will be paid. Compensatory time will be given for actual seminar attendance time if not on duty. A written report shall be submitted to Assistant Administrator of Health Services by attending employees:

17.3 Programs that are available shall be posted. Members of this bargaining unit shall not be capriciously denied and workshops shall be equally rotated to employees.

17.4 If the bargaining unit member is required by the Employer to attend educational programs, then the Employer shall bear the full cost for the program.

ARTICLE XVIII

CONVENTIONS

18.1 Time schedules will be adjusted for bargaining unit members that wish to attend the New Jersey State Nurses Association's Annual Convention, provided it does not disrupt patient care.

18.2 The Hospital shall grant a maximum of two (2) paid days off per year for convention attendance.

ARTICLE XIX

19.1 Employees, when required to work at a higher-rated bargaining unit job, shall be paid at the base of her/his rate, or the rate for the other job, whichever is higher, after a total of four (4) consecutive work weeks in such higher classification.

ARTICLE XX
SHIFT ASSIGNMENT

20.1 The Employer may change an employee's shift for good and sufficient reason and any such change shall apply to the employee with the least classification seniority on the shift from which the change is to be made and qualified to do the work.

20.2 Whenever the employee requests a change of shift, approval of such request shall be taken into consideration when a vacancy occurs.

ARTICLE XXI
SHIFT DIFFERENTIAL AND ROTATION

21.1 Shift differential is defined as the premium pay awarded to those employees covered by this Agreement working what is commonly known as the evening shift and/or the night shift.

21.2 Bargaining unit employees who work the evening and/or the night shift shall receive an additional ten percent per hour of their regular base pay as shift differential.

21.3 Any employee who works a shift other than that which would be entitled to a shift differential, but is carried over by the Employer into a shift on which employees are entitled to the shift differential, shall receive said shift differential for those hours he/she works on that shift.

ARTICLE XXII
UNIFORM ALLOWANCE

22.1 All bargaining unit employees who have completed the probationary period shall receive a sum of \$60.00 for uniform allowance for each year of the contract. Money shall be paid in full on July 1. Monies due for 1979 shall be paid retroactively in a lump sum.

ARTICLE XXIII
HOLIDAYS - PERSONAL DAYS

23.1 Employees shall be entitled to the following paid holidays within each year:

(a) Legal Holidays:

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

(b) Personal Days: Three (3) days.

(c) Christmas Day and New Year's Day as a holiday shall be rotated from year to year amongst the employees.

(d) Any holiday which the Board of Freeholders grant to County employees for a specific year, shall be given to members of this bargaining unit.

23.2a Recognizing that the Employer works every day of the year and that it is not possible for all employees to be off on the same day, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified; however, the Employer agrees to distribute holidays off on an equitable basis.

23.2b In the event an employee is required to work on any of the legal holidays named in Section 23.1(a) above other than a scheduled work day, he/she shall be paid at his/her time plus 1/2 pay for all hours worked on the holiday, and shall, in addition, receive an additional day off with regular pay within ninety (90) days of the holiday, or an extra day's regular pay in lieu thereof, as determined by the Employer.

23.2c If a legal holiday falls during an employee's vacation, at the option of the Employer the vacation shall be extended by one (1) day, or the employee shall receive another day off at regular pay. In making the determination, the Employer will take into consideration the employee's expressed preference.

23.3 Employees shall be entitled to the number of "personal days" with pay as specified in Section 23.1(b) above. Personal days shall be scheduled in advance and with the approval of the Employer, provided that the Department Head is notified of

such leave at least three (3) days in advance thereof, except in emergency situations. Once scheduled, free days shall not be cancelled except in an emergency. The employee shall not be required to take the personal days in the quarter earned.

ARTICLE XXIV

VACATIONS

24.1 Employees shall be entitled to the following paid vacation each year, as follows:

completion of 1 - 5 years	- 12 working days
completion of 6 - 10 years	- 15 working days
completion of 11 - 15 years	- 18 working days
completion of 16 - 20 years	- 20 working days
completion of 20 years or more	- 22 working days

24.2 Employees shall accrue one (1) day per each complete month of service, if it is under one (1) year of employment.

24.3 Requests for vacation time shall be made to the Nursing Office at least sixty (60) days prior to the date requested to take effect. In the event of a conflict in the scheduling of bargaining unit vacation time, seniority shall prevail.

24.4 A vacation shall be taken each year. In the event that a vacation cannot be taken, through no fault of the employee, that portion of the vacation not taken may be accrued and shall be taken during the following year. But, in no event may an employee carry over more than one year's vacation accrual into the ensuing year. The employee shall be paid at his/her regular compensation rate for that vacation time which had been earned but which was unable to be taken.

24.5a The Employer shall have prepared, upon written request, the employee's vacation paycheck twenty-four (24) hours prior to the time the employee is scheduled to take vacation and the same may be picked up by the employee at any time during that twenty-four (24) hour period.

24.5b Vacation money will be paid prior to vacation with a month's notice by using correct form. A maximum of two (2) weeks' pay is all that is granted to an employee.

ARTICLE XXV

EMPLOYEE ANNUAL PHYSICAL

25.1 The Employer shall continue the past practice of an annual paid physical exam for each bargaining unit member. The following tests shall be included in the examination:

- (a) At start of employment a chest x-ray and thereafter annually or a mantoux
- (b) EKG if indicated
- (c) Routine urinalysis
- (d) Hemagram
- (e) VDRL

25.2 If a bargaining unit employee chooses, examinations as set forth above may be done by a private physician and the employee shall pay for all cost of services. The correct form must be filled out by the employee for Employee Health Department documenting that the physical was performed.

ARTICLE XXVI

INSURANCE

26.1a Medical Insurance - All full time employees shall be entitled to Blue Cross Medical Insurance, Blue Shield Medical Insurance, Series 750, and Rider J cover to be paid for by the Employer. In addition, and at each employee's option, the Employer will provide that the Plan may be expanded to full family coverage for the employee's family. In such case, the additional cost incurred by the family plan option being made by the employee shall be borne by the Employer.

26.1b All full time employees shall be entitled to Major Medical Insurance which shall be integrated with the Blue Shield and Rider J Plan as described in this Article. Said Plan shall be paid for by the Employer. In addition, and at each employee's option, the Employer will provide that the Plan may be expanded to full family coverage for the employee's family. In such case, the additional cost incurred by the family plan option being made for the employee shall be borne by the Employer.

26.2a All full time employees shall be entitled to a Dental Insurance Plan.

26.2b If the Hospital does expand coverage for employee's dependents, the members of this bargaining unit shall automatically receive said benefit for their dependents.

26.3 Life Insurance and Accidental Death and Dismemberment - The present plan shall be continued.

26.4 The Employer shall provide at its expense, liability insurance for each bargaining unit employee.

26.5 These benefits shall be available for all employees covered by this Agreement, provided that they are regularly scheduled full time workers and shall become effective after three (3) months of Hospital Employment.

26.6a The Employer shall also extend the above insurance coverage 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 Employee's Retirement System. The benefit to retired employees will cease upon the death of the employee.

26.6b 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 temporary Worker's Compensation benefits.

26.6c If an employee is on an unpaid leave of absence, except as provided in (b) 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.

26.6d 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.

26.6e All employees shall, upon retirement, receive payment for accumulated sick time in accordance with rules promulgated by the Board of Freeholders. These benefits are fifty (50%) percent of the accumulated sick time subject to a maximum amount of \$12,000.00.

26.7 Worker's Compensation as currently provided by the Employer and in accordance with the appropriate law, shall continue to be provided by the Employer. This benefit shall be provided to the employee from day one of their employment until termination.

ARTICLE XXVII

SICK LEAVE

27.1 Employees shall be entitled to paid sick leave earned at the rate of one and one-quarter (1¼) days for each month of employment, after successful completion of probationary period, retroactive to date of hire, up to a maximum of fifteen (15) days per year. Employees, after one (1) or more years of employment with the Employer, shall be entitled to a total of fifteen (15) additional days of sick leave as of the beginning of his/her second and each subsequent year of employment, including the days earned or to be earned in the current sick leave year.

27.2 Pay for any day of sick leave shall be at the employee's regular pay.

27.3 To be eligible for benefits under this Article, an employee who is absent due to illness or injury must notify his/her supervisor three (3) hours before the start of his/her regularly scheduled work day, unless an emergency situation arises. Employer may request substantiation of such emergency.

27.4 Employees who have been on sick leave may be required to be examined by the Employer's Health Service physician before being permitted to return to duty. In case of illness on the job, the employee may be examined by the Hospital physician before the employee is to be sent home, if that is necessary.

27.5 Sick slip may be required if out five (5) consecutive days. Five (5) days or more, Form 100 must be filled out.

ARTICLE XXVIII

BEREAVEMENT LEAVE

28.1 Time off with pay for two (2) working days will be granted for regular full time employees when there is a death in the bargaining unit employee's immediate family. The immediate family shall be defined to mean: husband, wife, son, daughter, mother and father.

28.2 Time off with pay for one (1) working day will be granted when there is a death of a brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, or any other person residing in the same household as the bargaining unit employee that was not defined.

28.3 Proof of death and relationship shall be submitted upon the request of the Employer.

ARTICLE XXIX

JURY DUTY

29.1 All full time and employees who have completed their probationary period and who are called (not volunteered) to serve as jurors will receive their regular pay less their pay as juror for each week day while on jury duty, which shall not include "on call" jury time when employees are able to be at work. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the Personnel Office of the Hospital, and the Hospital may request that the employee be excused or exempted from such jury duty if, in the opinion of the Hospital, the employee's services are essential at the time of proposed jury service.

29.2 All full time employees who are subpoenaed to appear before any federal, state or municipal tribunal or requested by the Hospital to appear in any action to which the Hospital is

party or which involves their employment at the Hospital, but not when the appearance is on behalf of any prospective, present or former employee who is an adverse party to the Hospital, shall be paid with compensatory time for time spent. Each employee who receives a subpoena or request shall immediately report same to their supervisor who shall make the necessary arrangements for time off.

ARTICLE XXX

BREAK & LUNCH

30.1 There shall be one (1) fifteen (15) minute paid "rest period" provided each bargaining unit employee on each shift each work day.

30.2 There shall also be a paid half-hour ($\frac{1}{2}$) for lunch on each shift of each work day.

ARTICLE XXXI

UNPAID BENEFITS

31.1 Maternity - Employees covered by this Agreement shall be granted maternity leave without pay or benefits. The starting date of such leave may be selected by the employee and substantiated by her physician or licensed mid-wife. The employee shall contact the Personnel Office of the Employer within six (6) weeks following termination of pregnancy to provide notification of return to work date. Maternity leave shall be granted for up to six (6) months following delivery with an extension substantiated by her physician or licensed mid-wife. Maternity leave shall also be granted for up to six (6) months following an adoption by the employee.

31.2 Education - Nursing related education leave otherwise not covered by the terms of this Agreement will be granted without pay or benefits at the discretion of the Employer. The Employer will not unjustly or capriciously or arbitrarily deny such leave.

31.3 Leaves of Absences - Upon written application (oral application if emergency) to the Personnel Office or said office's designee, leaves of absences without pay or other benefits may be granted an employee at the sole discretion of the Employer. Seniority shall be frozen during such leaves of absences. All leaves of absences must be approved in writing (except in an emergency, approval may be oral). The following will govern the granting of leaves of absences:

(a) Maximum leave of absence will be six (6) months. Leave may be extended at Hospital discretion.

(b) In order to qualify for a leave of absence, an employee must have six months' seniority with the Employer.

(c) An employee who fails to return to work upon termination of the employee's leave of absence shall be deemed to have resigned.

(d) Any employee who is ill or injured and presents satisfactory proof of such illness or injury to the employer, shall, upon administrative approval, be granted a leave of absence as provided in the terms set forth in the preceding paragraph for a period not to exceed six (6) months. Such leave of absence may be extended by the Employer for an additional period of time. If at the expiration of such leave or extension thereof provided the employee presents satisfactory medical evidence that he/she continues to be unable to return to work but under normal circumstances should be able to do so within a reasonable period and provided further that he/she notifies his/her Employer in writing by certified mail, return receipt requested, to that effect at least five (5) days prior to the expiration of such leave of absence.

(e) The Employer shall have the right to have a doctor's examination when requests for extension of leaves of absence are made for medical reasons. An employee who engages in gainful employment during a leave of absence shall be deemed to have resigned.

(f) An employee shall be subject to immediate dismissal for falsifying any reason given to the Employer for leave of absence.

(g) At least one year must lapse between successive leaves of absence except if the leave is necessary because of medical reasons or maternity.

ARTICLE XXXII

PROMOTION

32.1 Promotion qualifications and procedures for permanent classified employees are governed by the Department of Civil Service pursuant to Statute and Rules and Regulations promulgated thereunder.

32.2 Promotion means the advancement of an employee to a job classification at a higher salary range.

(a) Upon promotion of a permanent employee, all sick leave and vacation balances shall be transferred with the employee.

(b) Upon promotion, an employee shall be informed of his new rate of compensation one (1) week in advance of the effective date.

(c) It is agreed that eligible employees who are fully qualified, educated and experienced, and apply for any position, will be given preferential consideration over any non-employee applicant. Promotion shall be based on seniority unless between the employees there is an appreciable difference in their qualifications.

(d) When an employee is given an opportunity on a trial or provisional basis to qualify for promotion by serving in a new classification, his permanency in his regular permanent job classification shall be continued during such trial or provisional period and he shall have the opportunity to return to such permanent classification in the event the promotional opportunity shall not become permanent provided there is no discharge action for cause.

(e) When provisional appointments are to be made within a work unit, employees who meet the minimum qualifications and are capable of performing the work shall be considered for such appointment. No employee not fully qualified shall be considered unless there are not qualified and capable employees available and willing to accept the position.

ARTICLE XXXIII

JOB POSTING

33.1 Promotions, lateral transfers and newly created positions within the bargaining unit shall be posted prominently for ten (10) days. The posting shall include the classification, the salary range with the authorized hiring rate, if any, a description of the job, any required qualifications, the shift assignment, and the procedure to be followed by employees interested in applying.

33.2 A copy of each notice posted will be forwarded to the appropriate Local Union Chairperson.

33.3 The appointing authority will post prominently for fifteen (15) calendar days the name of the individual selected under the above procedure for the promotion and reassignment.

ARTICLE XXXIV

CIVIL SERVICE REGULATIONS

34.1 The administrative and procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Contract, except and to the extent that this Contract pertains to subjects not herein contained. Where the terms of the Contract are contrary to those provisions, the Employer and the Union agree to initiate proceedings to achieve modifications consistent with the Contract by request to Civil Service.

34.2 Where a rule or regulation is promulgated affecting employees in this unit, and if the Union requires clarification or other information, a request for a meeting with the Hospital Administrator or a designee shall be honored.

ARTICLE XXXV

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

35.1 Each employee shall, upon written request, be given an opportunity to review any evaluation of the employee's work performance or conduct prepared during the term of this Contract and included in their permanent personnel folder. The employee may file a written response to such materials and, if requested, such response will be attached to and retained with the particular instrument concerned.

35.2 Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

35.3 No document of anonymous origin shall be used against any employee.

35.4 Copies of any written documents specifically related to discipline or the work performance of any employee which are relied upon by the Employer during any disciplinary proceeding, grievance hearing or in any final evaluation report will be given to the employee upon her/his request.

ARTICLE XXXVI

DISCHARGE AND DISCIPLINE

36.1 No bargaining unit employee shall be disciplined or discharged except for just cause provided, however, that a bargaining unit employee may be terminated during the probationary period without recourse by the bargaining unit employee or the Union. The question of "just cause" shall specifically be subject to the grievance procedure of this Agreement.

36.2 There shall be no layoff without economic justification. In the event the Employer reduces the work force and lays off bargaining unit employees, the parties to the Agreement