

A G R E E M E N T

BETWEEN:

THE BERGEN PINES COUNTY HOSPITAL,
PARAMUS, NEW JERSEY

AND:

LOCALS 68, 68A and 68B, AFFILIATED WITH
INTERNATIONAL UNION OF OPERATING ENGINEERS

FOR THE TERM OF:

X FEBRUARY 16, 1987 THROUGH FEBRUARY 15, 1989

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PREAMBLE

THIS AGREEMENT and Appendix annexed hereto, consisting of Pages A-1 and A-2, between: THE BERGEN PINES COUNTY HOSPITAL, hereinafter called the "Hospital", and LOCALS 68, 68A and 68B, affiliated with the International Union of Operating Engineers, AFL-CIO, hereinafter called the "Union".

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work, and all other conditions of employment.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of Bergen Pines County Hospital by the Union, as follows:

ARTICLE I - RECOGNITION

The Board of Chosen Freeholders of Bergen County and the Hospital hereby recognize the International Union of Operating Engineers, AFL-CIO, as the exclusive representative of the Stationary Engineers; Sr. Maintenance Repairers-HVAC and Refrigeration Mechanics who have provided the Hospital with signed requests to be represented by that Union.

ARTICLE II - COLLECTIVE BARGAINING PROCEDURE

Section 1.

Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of

the parties. Ordinarily, not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

Section 2.

Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Hospital or the Union.

Section 3.

Employees of the Hospital who may be designated by the Union to participate in collective bargaining meetings will be excused from their Hospital work assignments with compensation by the Hospital, provided that their absences would not seriously interfere with the operation of the Hospital.

ARTICLE III - MANAGEMENT OF HOSPITAL AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Hospital if the Hospital is to serve the public effectively. Therefore, the right to manage the affairs of the Hospital and to direct the working forces and operations of the Hospital, subject only to the limitation of this Agreement, is vested in and retained by the Hospital, exclusively.

ARTICLE IV - DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Hospital or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall

not intimidate employees into membership. Neither the Hospital nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE V - MAINTENANCE OF WORK OPERATIONS

Section 1.

There shall be no strikes, lockouts, work stoppages, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate or condone any such activity. No employee shall participate in any such activity. The Hospital shall have the right to take formal disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

Section 2.

The Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

ARTICLE VI - CONDUCTING UNION BUSINESS ON HOSPITAL TIME

Section 1.

The Union shall neither solicit members nor conduct any Union business on Hospital property during Hospital assigned working schedules of either the representative of the Union or the employee involved, except for the following:

1.1. Collective bargaining.

1.2. Time spent conferring with Management on specific grievances as specified in the Grievance Procedure contained herein.

1.3. Observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation can properly be conducted only during the working hours of the employee(s) involved, in which case the observation will be held during working hours and not when the employees are working on premium times.

ARTICLE VII - EMPLOYEES SERVING AS UNION REPRESENTATIVES

Section 1. Designation of Union Representatives (including Union Officers).

1.1. The Union shall advise the Hospital in writing of the names of its Representatives and their respective authorities (including titles of Union Officers). Such notification shall be signed by the President of the Local or by the International Representative and shall specify the type of responsibility to which each has been assigned. Union Representatives shall not be recognized as such prior to receipt by the Hospital of such notice, nor shall they be recognized beyond the extent of authority delegated.

1.2. It is agreed that there shall be no more than one (1) such representative in the bargaining unit at any one time during the term of this Agreement.

Section 2. Excused Absences for Union Duties at Union Request.

2.1. Union Request: The authorized Representative who has been selected by the Union to perform Union duties which take him from his work, shall be excused from his work

for a reasonable length of time. The Union agrees that it will not ask that the Representative be so excused from his work at a time when his absence will seriously interfere with the operation of the Hospital.

2.2. Such excused absence from work shall be without pay and ordinarily shall be limited to a cumulative period of thirty (30) days in a calendar year.

2.3. Each time the authorized Representative is excused from his assigned Hospital duties to perform Union duties, he shall:

(a) arrange with his Supervisor to leave his work station;

(b) notify the Supervisor of any Hospital organization visited, and make arrangements for any observation necessary;

(c) notify his Supervisor upon his return to the job; and

(d) record his time out and time in with his Supervisor upon leaving and returning to his job.

ARTICLE VIII - PAYROLL DEDUCTION OF UNION DUES

Section 1.

An employee who wishes to have the Hospital deduct the amount of monthly Union membership dues from his pay for transmittal to the Union shall authorize such deduction in writing to his Department Head, who shall deliver it with immediacy to the Payroll Department.

Section 2.

The amount of monthly Union membership dues will be certified by the President or an International Representative of the Union in writing to the Hospital, and the amount so certified will be uniform for all members of the Union. A certification which changes the amount of dues shall become effective on the first day of the calendar month following a thirty (30) day period after such certification is received by the Hospital.

Section 3.

One (1) deduction in respect to the current month's dues will be made monthly, provided that the authorization is received in the Payroll Department not less than three (3) weeks in advance of the scheduled pay date, and provided that there is sufficient pay available to cover the same fifty per-cent (50%) of the amount authorized after all deductions required by law or authorized by the employees have been made. Deductions will not be made in respect to any prior monthly dues, except when the Hospital, through error or oversight, failed to make the deduction in any monthly period.

Section 4.

Union dues deducted from the employees' pay will be transmitted to the Union by check as soon as practicable after the period in which the deductions were made, and will be accompanied by a list showing the names of the employees for whose pay:

- (a) Regular deductions have been made.
- (b) Deductions had been made for a prior monthly period.
- (c) No deduction has been made because of:
 - (i) cancellation of revokation of authorization; or:
 - (ii) insufficient earnings in a pay period.

Section 5.

An authorization for deduction of Union membership dues shall be terminated automatically when an employee is transferred out of the bargaining unit, or is removed from the payroll of the Hospital, or goes on a leave of absence without pay for more than one (1) month, and there shall be no obligation on the part of the Hospital to continue dues deductions in effect in the absence of an applicable bargaining agreement.

Section 6.

A new authorization in writing signed by the employee shall be required if the employee desires to reinstate deductions which have been terminated pursuant to Section 5 hereunder.

Section 7.

Union Security: The Employer will commence to withhold from the salaries of those 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 the preceding Sections of this Article hereinabove, a representation fee equal to eighty-five percent (85%) of the uniform annual dues charged by the Union to its members. The Employer shall forward the amount so deducted to the Union in the same manner as provided above. 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 is contingent upon the Union's compliance on a continued basis.

7.1. 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 this Article.

ARTICLE IX - WORK SCHEDULES

Section 1.

The standard weekly work schedule for employees engaged in work that requires employee services continuously throughout the standard work week shall consist of five (5) daily work schedules of eight (8) hours each, arranged by the Hospital within the standard work week, frequently including Saturdays, Sundays or holidays.

Section 2.

The Hospital shall have the right, for the efficient operation of the Hospital, to make changes in starting and stopping times of the daily work schedule and to vary the daily or weekly work schedule.

Section 3.

The Union will receive thirty (30) calendar days' notice from the Hospital of changes in the work schedule involving the total staff.

Section 4.

If an individual employee's regular schedule is to be permanently changed, he will receive thirty (30) calendar days' notice of such change. Changes required by emergencies will not require notice.

Section 5.

The standard work shifts are as follows:

Stationary Engineer	7a.m.-3p.m., 3p.m.-11p.m., and 11a.m.-7p.m.
Refrigeration Mechanic	7:30 a.m.-4:P.M., NO WEEKENDS
Senior Maintenance repairer; heating & air conditioning	7:30 a.m.-4 p.m., NO WEEKENDS
"Watchman"	7:30 a.m.-4 p.m., 3:30p.m.-11:30p.m., & 11a.m.-7p.m.

ARTICLE X - OVERTIME

Section 1. General.

1.1. It is recognized that the needs of the Hospital may require overtime work beyond the employee's standard daily or weekly work schedule and the jobs involved must be adequately manned by qualified employees working on an overtime basis, specifically those in the bargaining unit.

1.2. The amount of overtime and the schedule for working such overtime will be established by the Hospital, and employees shall work overtime as scheduled unless excused by the Hospital.

Section 2. Overtime Compensation for Employees.

2.1. Pay at time and one-half (1-1/2) the straight hourly pay shall apply to authorized time worked in excess of eight (8) hours in the daily work schedule, or in excess of forty (40) hours in the standard weekly schedule.

2.2. Time within the employee's standard weekly work schedule for which he received pay from the Hospital shall be credited to time worked in the computing of the eight (8) or forty (40) hours at straight hourly pay.

2.3. For employees whose tour of duty starts on or before midnight, all hours worked during the tour of duty shall be counted as having been worked on the day on which he reported.

2.4. Overtime shall be voluntary unless there is no one to assume work coverage. Then the Employer shall select personnel for involuntary overtime by inverse seniority to the Hospital.

ARTICLE XI - MOVEMENT OF PERSONNEL

Section 1.

The Hospital desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Hospital and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.

Section 2.

The parties agree that all hirings, layoffs and separations shall be in accordance with the revised New Jersey

Department of Personnel Rules as applicable to County governments.

ARTICLE XII - PAY TREATMENT FOR ABSENCES

Section 1. General.

1.1. Before an employee is granted absence with pay under any provision of this Article, he shall submit satisfactory evidence to substantiate the reason for such absence.

1.2. It is recognized that there shall be no duplication of payment by the Hospital for the same period of absence.

Section 2. Jury Duty and Other Court Appearance.

2.1. An employee summoned for jury duty or to serve as a witness (not as a plaintiff or defendant) in a court which necessitates absences from Hospital-assigned work within his standard weekly work schedule, shall receive his regular pay from the Hospital for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

2.2. Any payment received for jury duty or court attendance must be turned over to the Hospital through the employee's Department Head, less allowance for travel and meal expense.

Section 3. Payment for Sick Leave.

3.1. Paid sick leave is provided by the Hospital to assure employees of an income for varying periods of time

depending upon their length of service with the Hospital in the event they must be absent from work due to illness.

3.2. Paid sick leave must be earned before it is used, and any unused accrued sick leave may be accumulated from year to year.

3.3. To qualify for sick leave pay, an employee must notify his supervisor on the first day of illness and prior to the time he is scheduled to report on duty that he is unable to report for work because of such illness. The Hospital may require a doctor's certificate which certifies the nature of the illness and that the employee has been under the care of a doctor. In all cases where the illness extends beyond four (4) days, such a certificate shall be required.

3.4. Full-time and part-time permanent, probationary, provisional and unclassified employees are eligible for sick leave payments when earned, and such payments shall be based upon the number of hours worked in their standard daily work schedule at the start of each period of illness.

3.5. Sick leave is earned in the following manner:

(a) One (1) day for each full month of service with the Hospital during the first year of employment.

(b) One and one-quarter (1-1/4) days for each full month of service with the Hospital beginning with the second calendar year of employment and continuing throughout employment.

3.6. Accumulated sick leave may be used only as provided for in this Agreement, and any unused portion accrued is forfeited upon separation from the Hospital payroll.

3.7. Accrued sick leave may not be converted to extend vacation or compensatory time off.

3.8. In case of extended illness, an employee who has exhausted his earned sick leave may convert any accrued compensatory time off or vacation leave due to employee as sick leave upon request to the Hospital.

Section 4. Payment for Injury Leave.

4.1. An employee with three (3) or more months of continuous service is eligible for injury leave provided that absence from work is due to an accident, illness or injury which occurred on the job and is judged compensable by Worker's Compensation. Any such accident, illness or injury must be reported immediately by the employee to his Department Head.

4.2. Upon approval, the Hospital will pay an employee his regular rate of pay during the period of his required absence up to a maximum of ninety (90) days. Should disability continue after this period, the sick leave provisions of Section 3 of this Article shall apply.

Section 5. Pay Treatment of Death in Family.

5.1. An employee may be granted up to, and including, four (4) days of funeral leave to attend or make arrangements for the funeral of a deceased member of the immediate family.

5.2. The immediate family is hereby defined as and limited to: spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or any relative residing in the employee's household.

5.3. An employee may be required to submit adequate proof of death in the immediate family to the Hospital.

Section 6. Resignation and Retirement Benefit.

6.1. Employees who resign at age sixty (60) years or thereafter and employees who retire at any age through the New Jersey Public Employee's Retirement System shall be entitled to choose one of the following terminal leave benefits:

(a) BENEFIT A: A payment equal to pay for one half (1/2) the employee's accrued but unused sick leave, which pay shall be computed at the employee's average hourly rate of pay during the twelve (12) months immediately preceding the effective date of resignation or retirement. The lump sum payment pursuant to this benefit shall not exceed Twelve Thousand (\$12,000.00) Dollars.

(b) BENEFIT B: A payment equal to one (1) day of pay for each full year of employment at the Hospital, which pay shall be computed at the employee's average hourly rate of pay during the twelve (12) months immediately preceding the effective date of resignation or retirement.

ARTICLE XIII - LEAVES OF ABSENCE

Section 1. Personal Leave of Absence.

1.1. A permanent employee may, for reasons satis-

factory to the Hospital, be granted a personal leave of absence without pay for time absent for a period of up to six (6) months. In exceptional circumstances, such leave may be extended for an additional period of six (6) months, provided it is considered to be in the best interest of the Hospital.

1.2. A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.

1.3. Personal leaves of absence are granted with the understanding that the employee intends to return to his Hospital duties. If an employee fails to return within five (5) calendar days after the expiration of the leave or excused absence, he may be considered to have resigned, and not in good standing.

Section 2. Educational Leave of Absence.

2.1. A permanent employee may, upon request, be granted a leave of absence without pay for educational purposes for a total period not to exceed one (1) year.

2.2. Such leaves are granted at the discretion of the Hospital, and an employee shall, upon request, present evidence of satisfactory progress in his studies.

Section 3. Maternity Leave of Absence.

3.1. A permanent employee may be granted a personal leave of absence for maternity reasons as provided in Section 1, above.

3.2. A permanent employee may elect, upon approval

by the Hospital, to use all accumulated sick leave for maternity purposes, which shall be authorized prior to any leave of absence without payment.

Section 4. Military Training Leave of Absence.

4.1. A full-time or part-time provisional or permanent employee who is a member of the Armed Forces of the United States, or any component thereof, or who is required to undergo Military Field Training for a period of up to two (2) weeks in a calendar year, shall upon request be granted a leave of absence with pay to take part in such training. The employee must provide a certified copy of his orders for such military training prior to requesting leave for such training.

4.2. A full-time or part-time provisional or unclassified employee who has not been continuously employed by the Hospital for at least one (1) full year at the time training is to commence, will be granted such leave without payment.

4.3. The employee may utilize any accrued vacation leave or compensatory time off to which he may be entitled, for the duration, or any part of the period of military training.

Section 5.

An employee who is on a paid sick leave is to be considered an active employee and shall continue to accrue sick leave, holiday pay and other benefits paid by the Hospital.

ARTICLE XIV - VACATIONS

Section 1. Vacation Eligibility.

1.1. Full-time and part-time permanent, provisional, probationary and unclassified employees shall be granted

vacation with pay in accordance with the following schedule:

(a) Six (6) days of vacation eligibility is earned after completing the first six (6) months of Hospital service. Thereafter, the employee earns one (1) additional day per month from the 7th to the 11th month and four (4) additional days at the end of the 12th month, for a total of fifteen (15) days after the first full year of employment.

(b) Twenty (20) days of vacation during each year when an employee's service is beyond five (5) years.

1.2. An employee's annual vacation eligibility shall be reduced by one (1) day for each month in which such employee is on a leave of absence without pay for two (2) weeks of that month.

Section 2. Vacation Pay.

2.1. An employee's vacation pay shall be the same amount he would have received had he worked his standard daily or weekly work schedule.

Section 3. General Provisions.

3.1. Unused vacation eligibility in one (1) calendar year may be carried over for use during the year immediately following the year in which earned.

3.2. An employee who resigns with proper notice or plans to retire shall be paid for earned or unused vacation as of the effective date of his termination. Such payments shall not exceed the unused vacation earned in the year of termination in addition to any carry-over from the preceding year.

Section 4. Scheduling of Vacations.

4.1. The Hospital shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Hospital agrees it will give reasonable consideration to an employee's preference in this regard.

ARTICLE XV - HOLIDAYS

Section 1.

The following days are designated as holidays by the Hospital: New Year's Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Election Day; Thanksgiving Day; the day following Thanksgiving Day; Christmas Day; Martin Luther King Day; and each employee's own birthday. Any day which is mandated by the laws of the State of New Jersey to be recognized as a holiday will be recognized by the parties.

Section 2. Holiday Pay for Employees on a Standard Weekly Schedule.

2.1. Employees of the Hospital who do not work on an observed holiday shall receive their regular rate of pay for such day, provided that any absence occurring on the day (scheduled) before and/or after the holiday has been authorized and paid for by the Hospital.

2.2. Employees who are required to work on an observed holiday shall receive pay for the holiday at straight time for all hours worked on the holiday, except where overtime provisions apply.

2.3. Such employees may elect to substitute an alternate day off with pay in lieu of their holiday pay, subject to the needs of the Hospital.

2.4. If an employee works on a recognized holiday, he shall receive, in addition to his regular pay, a holiday differential of Sixty Cents (\$.60) per hour for hours actually worked.

2.5. Worked performed on Christmas and New Year's Day shall be paid at time and one-half (1-1/2).

ARTICLE XVI - EMPLOYEE BENEFITS PLAN

Upon meeting the necessary eligibility requirements, employees on the bargaining unit are covered by the following benefit plans:

- (a) Public Employment Retirement System.
- (b) Blue Cross; Blue Shield; and Major Medical.
- (c) Group Life Insurance.
- (d) Worker's Compensation.

ARTICLE XVII - SHIFT DIFFERENTIAL

On weekdays, when an employee's standard daily work schedule is the evening or night shift, such employee shall be known as an evening or night shift employee and paid a bonus for all hours worked on such shift at the rate of One-Dollar and Twenty-five (\$1.25) per hour effective February 16, 1987, On Saturdays, and Sundays, the day, evening and night shift employees shall receive a weekend differential of Sixty Cents (\$.60) per hour in addition to the shift differential itself.

ARTICLE XVIII - SALARIES

Section 1.

Effective February 16, 1987, the salary schedule for all employees of the Hospital recognized as being represented by the Union herein shall be shown in Appendix A-1 to this Agreement.

Section 2.

No employee shall be paid less than the starting rate nor more than the maximum rate for his pay grade.

Section 3.

The parties agree to meet after February 15, 1988 to establish experience levels.

ARTICLE XIX - DURATION

Section 1.

This Agreement shall become effective on February 16, 1987, but only if approved by the International Representative of the Union and the Board of Managers, and when so effective, shall continue in effect until 11:59 p.m. on February 15, 1989, except where so stated elsewhere in this Agreement.

Section 2.

Either party may give notice of its intention to terminate this Agreement by notifying the other, in writing, sixty (60) days prior to the latter date shown in Section 1 of this Article. In no event shall the contract be terminated prior to the latter date shown in Paragraph 1 of this Article.

ARTICLE XX - CALL-IN PAY

The Hospital agrees that when it calls any employee to report for duty at times other than his scheduled hours, it will guarantee a minimum of four (4) hours' pay even if the actual time worked is of shorter duration.

ARTICLE XXI - SAFETY REGULATIONS

Section 1.

The incinerator shall not be operated when only one engineer is on duty.

Section 2.

No man shall work alone in a steam drum, mud drum, hot water tank or fire box unless a second man is present at the manhole or clean-out door.

Section 3.

No change-over from gas to oil, or vice versa, shall be made without two (2) licensed engineers on duty.

Section 4.

Whenever feasible, the Hospital shall have two (2) men scheduled for duty shifts at all times. Vacation and CTO requests shall not be unreasonably denied due to staffing requirements.

Section 5.

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 reasonable protest of work which he considers hazardous shall not warrant disciplinary action subject to the grievance process.

Section 6.

Safety shoes shall be provided to the employees when such are deemed required to perform work under conditions which are hazardous to physical safety.

ARTICLE XXII - LONGEVITY

Section 1.

Full-time employees who have completed five (5) years of full-time employment shall receive "longevity pay" as set forth below:

(a) \$200.00 on the 6th, 7th and 8th anniversary dates of employment.

(b) \$400.00 on the 9th, 10th, 11th, 12th and 13th anniversary dates of employment.

(c) \$800.00 on the 14th, 15th, 16th, 17th and 18th anniversary dates of employment.

(d) \$1,000.00 on the 19th anniversary date of employment and on each succeeding anniversary date of employment.

Section 2.

Part-time employees shall receive longevity pay as described in Section 1 in the same proportion as the number of hours which they work in a standard work week, i.e., an employee who works twenty (20) hours per week will receive fifty percent (50%) of the longevity pay.

Section 3.

Per diem employees shall receive no longevity pay.

Section 4.

Longevity payments shall be made in the form of lump sum payments which are not part of the hourly rate of pay.

ARTICLE XXIII - HEALTH BENEFITS

Section 1. Health Insurance.

The Hospital shall pay the full cost of health insurance benefits for the employee and dependents of eligible employees after three (3) months of service.

Section 2. Prescription Plan.

The Employer will pay the premium for a prescription drug plan known as Blue Cross and Blue Shield of New Jersey Plan, with a \$2.00 co-payment. This benefit shall be provided to full-time employees only and is effective upon three (3) months after an employee's hire date.

Section 3. Disability Plan.

All Bargaining Unit employees shall be provided with the option to be covered by a Disability Plan offered by the Employer. The Plan provides for a co-payment by the employee and the Employer.

The Plan provides for a seventy percent (70%) payment of weekly wages not to exceed One Hundred and Fifty Dollars (\$150.00) per week for a period of one (1) year after a forty-five (45) calendar day waiting period from date of illness, injury or accident. Thereafter, the employees may combine disability pay and accrued sick leave to equal their total weekly wages. Disability is for long-term illnesses, including maternity.

Section 4. Vision Care Plan.

All employees shall be entitled to receive reimbursement up to \$100.00 per year for vision care rendered to the employee himself only.

ARTICLE XXIV - PERSONAL LEAVE DAY

Each full-time employee will be entitled to one (1) day of Personal Leave with pay after each year of this Agree-

ment, such leave to be requested of the Employer in advance. The day may not be accrued from year to year and will be disallowed if not taken by the conclusion of each calendar year. Days must be taken with the prior approval of the Department Head and must be used within the year of entitlement.

ARTICLE XXV - SETTLEMENT OF DISPUTES

This Article shall apply to any difference of opinion, controversy or dispute between the parties hereto relating to any matter of wages, hours or working conditions, or any dispute between the parties involving the interpretation or application of the provisions of this Collective Bargaining Agreement.

Section 1. Grievance Procedure.

1.1. 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.

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

1.3. Any employee shall have the right to present this grievance through the steps described in the following paragraphs, without restraint, interference, coercion, discrimination or reprisal.

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

1.5. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance through all steps of this

grievance procedure provided that group grievances shall not amend, modify or delete any provisions of this Agreement.

1.6. In the event any of the parties claims that a New Jersey Department of Personnel 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 Personnel.

1.7. When an employee has processed a grievance through the procedure described in Section 2 herein, he may, if his grievance has not been settled to his satisfaction, seek a remedy in accordance with the procedures provided by the New Jersey Department of Personnel in lieu of the arbitration process described in Step 3 of the Grievance Procedure, but he shall be bound by such election.

1.8. Nothing herein shall prevent the employee from processing his own grievance, provided that the Grievance Committee may be present as an observer at any hearing of the individual's grievance at Step 3 or 4 hereunder.

1.9. The term "immediate supervisor" is hereby defined as the representative of the Employer who is directly responsible for supervising the work of the employee. In certain circumstances, the immediate supervisor may also be a Department Head.

1.10. The term "grievance" is hereby defined as any difference or dispute between the parties to this Agreement (or between the Employer and an employee covered by the Agree-

ment) which difference or dispute concerns the application, meaning or interpretation of the Agreement.

1.11. The term "working days" as used in this Article shall not include Saturdays, Sundays, holidays or sick days.

1.12. Time limitations may be modified by mutual agreement of the parties.

Section 2.

2.1. Grievances may be settled in the following manner:

2.2. Step 1. An employee who has a grievance may, within five (5) working days of the occurrence of the grievance or within five (5) working days from the time the employee should have reasonably discovered the grievance, notify his immediate supervisor of the grievance.

Grievances not taken within the five (5) working days shall be deemed conclusively 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 the alternate departmental steward. 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 denied by failure of the immediate supervisor to reply at the Step 1 level, then the employee or the Union may within four (4) working days proceed to Step 2. If the employee or the Union does not proceed to Step 2 within such time frame, further grievance proceedings will be conclusively waived.

2.3. 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 four (4) 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 his alternate. The employee has the right to have the union grievance representative present 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 to Step 2, the employee or the Union may within four (4) working days proceed to Step 3. If the employee or the Union does not proceed to Step 3 within such time frame, further grievance proceedings will be deemed conclusively waived.

2.4. 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, and the Union grievance representative. 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.

In the event a grievance has not been resolved at Step 3, the Employer or the Union, but not the employee, may within ten (10) working days give notice to the other party of its intention to submit the grievance to arbitration. Failure to give such notice 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 herein.

2.5. The expenses of arbitration and related services shall be borne equally by the parties. The parties shall cooperate to schedule a prompt hearing.

Section 3. Matters Relevant to the Grievance Procedure.

3.1. 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.

3.2. The Union reserves the right to have non-

employee Union representatives at all steps of the grievance procedure.

3.3. To the extent necessary, Grievance Committee members (limited to the appropriate steward and the President or his/her designee) may, upon receiving 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.

Section 4. Grievance Committee and Stewards.

4.1. The names of officers and stewards for 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.

4.2. 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 Officer any conditions which may be a threat to the normal operating conditions of the Hospital.

ARTICLE XXVI - MISCELLANEOUS & GENERAL PROVISIONS

Section 1.

It will be the responsibility of the employees in the bargaining unit to operate and make minor repairs to the incinerator introduced by the Hospital. However, it will not be the responsibility of the employees in the bargaining unit to clean the area about the incinerator.

Section 2.

2.1. Labor Management meetings apart from the grievance procedure for matters considered important by either the Union or the Employer may be arranged by mutual agreement between the President of the Local and the Executive Director of the Hospital or his designee. The parties shall be represented at such meetings by persons they deem to be 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 the time so spent up to one-half (1/2) hour preceding such conference.

2.2. All directives to employees shall be in written format.

Section 3.

Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the Employer or prevent the Employer from carrying out the ordinary and customary functions of management or otherwise limit the rights, powers, duties, authority and responsibilities conferred upon the Management by law, or by any agency with regulatory powers or with any authority to license or accredit health care agencies or their personnel. The Union agrees that among the

activities exclusive to Management are:

(a) The type of health care services to be provided by the Employer.

(b) The size and location of the Hospital, including specific units therein.

(c) The safety of patients and employees.

(d) The size of the work force and assignments or revision of the work force to other departments or shifts as operations may warrant.

(e) Selection of qualified employees or designation of supervisory employees as agents of Hospital Management.

(f) Maintenance of facilities or services.

(g) The right to promulgate and enforce reasonable rules and regulations.

Section 4.

The Hospital agrees to continue to provide uniforms to employees in the bargaining unit with the standard usage fee of Fifteen (\$15.00) Dollars applied as past practice. The Employer shall notify the Union if the fee shall be increased for new employees during the life of this Agreement.

Section 5.

The Employer reserves the right, subject to the grievance procedure, to establish standards of dress and appearance consistent with the employee's duties and to make reasonable changes from time to time.

Section 6.

If an employee's clothing or property is damaged during a known incident while on duty, then the Employer shall make reimbursement for necessary repairs or replacement, wherever indicated. Such incident shall be reported to the supervisory agent immediately.

Section 7.

The Employer shall provide promotional opportunity to qualified members of the bargaining unit whenever practical provided that all conditions of such opportunity are met and provided that no existent New Jersey Department of Personnel Eligibility List exists at the time of the announcement of such opportunity.

Section 8.

The Employer shall provide two (2) standard Bulletin Boards to the Bargaining Unit for placement in the Heating Plant and HVAC location.

Section 9.

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

Section 10.

The Employer shall provide tools to members of the Bargaining Unit for standard use in the daily work assignments. Personal tools which are broken during a job assignment, and promptly defined as broken to the Manager, should be replaced.

Section 11.

In the event that any Article, Section or provision of this Agreement is adjudicated void, illegal or unenforceable by a court of competent jurisdiction, then all Articles, Sections and other provisions of this Agreement shall continue in effect. Within thirty (30) days of each adjudication, the parties to this Agreement shall commence collective bargaining to renegotiate the affected Article, Section or provision.

ARTICLE XXVII - DENTAL BENEFITS

Section 1.

1.1. All employees in the Bargaining Unit must belong to a group for the purpose of establishing a Dental Insurance Benefit under the New Jersey Dental Service Plan. Benefits will be provided to the employees in the bargaining unit with the contract entered into between the County of Bergen and the New Jersey Dental Plan, Inc., commencing at the beginning of the Agreement and concluding on February 15, 1987. The Hospital will pay the entire monthly premium rate, and the employee will make no contribution. Definition of "employee", "dependents", "covered person", "one party", "two party", and "three party", as contained in the contract of insurance between the County of Bergen and the New Jersey Dental Service Plan, Inc., are set forth as follows:

1.2. Definitions:

(a) Employee is defined as any employee of the Employer who is eligible for coverage as provided in Article II of the Plan herein, and who shall have been desig-

nated as an employee to DSP by the Employer, and as further defined in N.J.S.A. 17:48C-16, commonly known as the "Dental Service Corporation Act of 1986".

(b) Dependents is defined to be the eligible Employee's lawful spouse and unmarried dependent children, including stepchildren, foster children, and legally adopted children from age two (2) until attaining nineteen (19) years of age or to date of attaining twenty-three (23) years of age if attending an accredited school, college or university on a full-time basis. Those dependents in military service are not eligible.

An unmarried dependent child over the limiting age may be eligible as a dependent if he is incapable of self-support because of a physical or mental incapacity which commenced prior to reaching the limited age, provided that a physician's certificate is submitted to DSP following attainment of this limiting age.

To become and remain an eligible dependent, each qualified dependent must be claimed by the eligible employee as a dependent for Federal Income Tax purposes.

(c) Covered Person is defined to be the employee, his or her spouse, and each dependent as defined in Paragraph (b) of this Article, only if and while such person is covered by this Contract. A covered person shall cease to be eligible upon the expiration of the contract month in which the covered person ceases to meet the definition of an eligible dependent and/or employee.

(d) One Party is defined to be the rate covering the employee only.

(e) Two Party is defined to be the rate covering the employee plus one (1) dependent.

(f) Three Party is defined to be the rate covering the employee plus two (2) or more dependents.

ARTICLE XXVIII - EDUCATIONAL REIMBURSEMENT

The Hospital shall pay up to Two Hundred Fifty (\$250.00) Dollars per employee in the Bargaining Unit for continuing education in the respective discipline. Proof of attendance at such educational program, and the completion of the program, is required prior to payment. The applicability of any course shall be left to the discretion and approval of the Department Head and the Assistant Executive Director.

ARTICLE XXIX - 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 as far in advance as possible, including a proposed list of employee attenders, and with an agenda of the matters to be taken up at the meeting. These shall be limited to those included in the agenda unless mutually agreed to the contrary. The members of the Union attending such conferences shall not

lose time or pay for time so spent, nor for up to one-half (1/2) hours spent in meeting together preceding such a conference. Minutes will be taken by the recording secretary of the Local Union of designee. Minutes shall be signed and accepted by both parties prior to the end of the meeting. Any written response will be sent upon request within a reasonable time period. The President of the Local Unit shall be released from duty without loss of pay to attend labor-management meetings.

ARTICLE XXX - SAFETY

No employee shall be required to perform work under conditions which are hazardous to his physical safety. Subject to the grievance procedure set forth in Article XXV of this Agreement, compliance with safety regulations by law shall rest with the hospital administration.

ARTICLE XXXI - ENTIRE AGREEMENT

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

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

ARTICLE XXXII - BINDING EFFECT

This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns and legal representatives.

Bergen Pines County Hospital

WILLIAM McDOWELL
County Executive

Janice Gatto

JANICE GATTO
Labor Counsel

Locals 68, 68A and 68B, Affiliated
with International Union of Oper-
ating Engineers

Vincent J. Giblin

VINCENT J. GIBLIN,
Business Manager

Thomas P. Giblin

THOMAS P. GIBLIN, President

Charles Wowkanech

CHARLES WOWKANECH,
Recording Secretary

Alfred Fantuzzi

ALFRED FANTUZZI,
Business Representative

APPENDIX A-1

<u>TITLE</u>	<u>2/16/87</u>	<u>2/16/88</u>
Stationary Engineer	8.48/hr.-13.23/hr.	8.95/hr-13.96/hr.
Refrigeration Mechanic	7.80/hr.-11.82/hr.	8.23/hr-12.47/hr.
Senior Maintenance Repairer; Heating and Air Conditioning	7.12/hr.-10.87/hr.	7.51/hr.-11.47/hr.
Assistant Chief Engineer	7.48/hr.-13.50/hr.	7.89/hr-14.25/hr.

No newly hired employee will be engaged at a rate greater than the lowest paid incumbent in the discipline with like experience.

B. Shift Differential Rates

Evening and Night Shift Duty	\$1.25 per hour
Saturday, Sunday & Holiday Duty	\$.60 per hour

APPENDIX A-2

Salary Distribution

1. Effective February 16, 1987, each active member of the Bargaining Unit shall receive a six (6%) percent increase to their existent rate of payment.

2. Effective February 16, 1988, each active member of the Bargaining Unit shall receive a five and one-half (5 1/2%) percent increase to their existent rate of payment.

3. Additionally, each Engineer shall receive the sum of three hundred thirty-three dollars (\$333.00) added to his rate for each year of this Agreement. Said payments are made to compensate the employee for additional responsibilities.

4. Additionally, each HVAC and Refrigeration employee shall receive the sum of three hundred thirty-three (\$333.00) dollars added to his rate for each year of this Agreement. Said payments are made to compensate the employee for specific skills in his specialty.