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AGREEMENT BETWEEN THE COUNTY OF BERGEN OPERATING
THE BERGEN PINES COUNTY HOSPITAL AND JNESO (NON-
SUPERVISORY NURSING UNIT) OF THE NEW JERSEY STATE
NURSES' ASSOCIATION, INCORPORATED FOR THE TERM

JANUARY 1, 1982 TO DECEMBER 31, 1984

TABLE OF CONTENTS

	PAGE
PREAMBLE - - - - -	1
Article	
I RECOGNITION- - - - -	1
II ASSOCIATION NOTIFICATION - - - - -	2
III LABOR MANAGEMENT MEETINGS- - - - -	3
IV NURSES' RIGHTS - - - - -	4
V MANAGEMENT RIGHTS- - - - -	5
VI NO STRIKE CLAUSE - - - - -	6
VII PAYROLL DEDUCTIONS OF UNION DUES - - - - -	6
VIII AGENCY SHOP- - - - -	7
IX SENIORITY- - - - -	8
X GRIEVANCE PROCEDURE- - - - -	9
XI WORKING TEST PERIOD- - - - -	12
XII HOURS OF WORK- - - - -	13
XIII SAVINGS CLAUSE - - - - -	14
XIV EQUAL EMPLOYMENT - - - - -	14
XV PART TIME AND PER DIEM EMPLOYEES - - - - -	14
XVI NEWLY CREATED POSITIONS- - - - -	15
XVII UNPAID BENEFITS, TIME NOT WORKED - - - - -	16
XVIII PROFESSIONAL PRACTITIONER STATUS - - - - -	18
XIX STAFF DEVELOPMENT- - - - -	20
XX FLOATING - - - - -	22
XXI HOURS OF WORK AND OVERTIME - - - - -	23
XXII SALARY/PREMIUM - - - - -	24
XXIII HOLIDAYS AND PERSONAL DAYS - - - - -	26
XXIV VACATIONS- - - - -	28
XXV SICK LEAVE - - - - -	29

Article	PAGE
XXIV OTHER PAID LEAVE- - - - -	31
XXVII HEALTH INSURANCE- - - - -	32
XXVIII LONGEVITY PAY - - - - -	34
XXIX DISCHARGE/DISCIPLINE- - - - -	34
XXX RESIGNATION - - - - -	34
XXXI SEPCIALTY ITEMS - - - - -	35
XXXII JOINT SAFETY COMMITTEE- - - - -	37
XXXIII ENTIRE AGREEMENT- - - - -	37
XXXIV EFFECTIVE DATES AND DURATION SIGNATURES - - - - -	38

PREAMBLE

This Agreement, made on this 1st Day of January 1982 by and between the County of Bergen operating the Bergen Pines County Hospital in Paramus, New Jersey, hereinafter referred to as the 'Employer' and the Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO, hereinafter known as the 'Local Unit' and JNESO of the New Jersey State Nurses Association, Inc., hereinafter known as the 'Union' or Association.

Witnesseth:

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

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

Now, therefore, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows:

ARTICLE I-RECOGNITION

The Employer recognizes the Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO of the New Jersey State Nurses Association, Inc., as the exclusive representative of the Registered Professional Nurses employed by the Employer in the classifications of Graduate Nurses, Registered Nurses, Head Nurses, Instructor of Nurses and Assistant Head Nurses for the purpose of collective

negotiations under Chapter 303 of the Public Laws of New Jersey of 1968 and Chapter 123 of the Public Laws of New Jersey of 1974 and any amendatory provisions as may be made thereto, with respect to salary, hours of work and other terms and conditions of employment. The Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO and of the New Jersey State Nurses Association, Inc., shall serve as exclusive representative for purposes of collective negotiations as aforesaid for all of such Registered Professional Nurses including those on a part time and per diem basis but excluding the Assistant Executive Director for Nursing, the Assistant Directors of Nursing and all other supervisory personnel as defined within the meaning of the Act. The Employer may create such new non-supervisory title as it may deem necessary.

ARTICLE II-ASSOCIATION NOTIFICATION

Section 1. The Association shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules and/or modifications of existing rules governing working conditions. Changes which are the subject of mandatory negotiation will be negotiated with the Union and the Local Unit before they are established or promulgated.

Section 2. The Employer agrees to notify the Union of all newly hired employees represented by the Union. Notification shall be monthly and information shall include the name, full address, telephone number, shift, unit assignment, employment status, effective salary rate and date of employment. Monthly notice will also be given of change in professional status, termination/resignation, change in unit assignment or position, name change and leave of absence.

Newly hired employees shall be advised that nurses in the Bargaining Unit are represented by the 'Union' for all terms and conditions of employment and existence of an Agency Shop.

The Employer will provide the Local Unit with bulletin boards (36" x 36") in front of the Nursing Office of Building 6 and 11 and at the Information Desk in Buildings 5-1, 4-1, 12A, 12B and 2-1 for communication with the employees represented by the Local Unit. The bulletin boards shall be erected or moved within thirty (30) days of contract ratification and will be conveniently located but will not be placed so as to interfere with patient care. Such bulletin boards will be identified "For Bergen Pines County Hospital, Professional Nurse Association - Non-Supervisors" and will be for their exclusive use.

Section 3. Time for negotiations will be mutually agreed upon by the Association and the Employer. Six members of the Local Units negotiation committee shall be considered on duty while attending negotiations and shall receive their customary rate of pay.

ARTICLE III - LABOR MANAGEMENT MEETINGS

Labor-Management Meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Hospital may be arranged by mutual agreement between the Local President and the Hospital Administrator or his designee. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made in advance, including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be presented at the time the conference is requested, and matters taken up at the conference shall be limited to those included in the agenda 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 ($\frac{1}{2}$) hour spent in meeting together preceding such a conference. Minutes will be taken by the recording secretary of the Union or designee. Minutes shall be signed and accepted by both parties prior to the end of the meeting. Any written response will be sent upon request within a reasonable time period.

ARTICLE IV - NURSES RIGHTS

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

The Employer further agrees that it shall not directly or indirectly discourage or coerce any nurse in the enjoyment of any rights conferred by Chapter 303 of the P.L.N.J. of 1968, or Chapter 123 of the P.L.N.J. of 1974 or other laws of New Jersey, the Constitution of New Jersey or the Constitution of the United States; that it shall not discriminate against such nurse with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association (or organization) and affiliates or participation in any lawful activities of the Association, or its affiliates, collective negotiations with the County, institution of any grievance, complaint or proceeding under this agreement.

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

other applicable laws and regulations.

ARTICLE V - MANAGEMENT RIGHTS

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

ARTICLE VI - NO STRIKE CLAUSE

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

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

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

ARTICLE VII - PAYROLL DEDUCTION OF UNION DUES

The Employer agrees to deduct from the earnings of each employee members dues to the New Jersey State Nurses Association Inc. and its affiliate groups when the employees submit proper authorization for such deduction in writing. The Union will indemnify, defend and save harmless the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Union or employees covered by this Agreement to the Employer. Dues will be deducted on a monthly basis and said dues and a list of employees from whom dues have been deducted will be forwarded to the Union at its Trenton, New Jersey office on a monthly basis. An accounting of these monies shall be kept and monthly totals sent to the Treasurer of the Local Unit.

Once an authorization is given, it shall remain in effect unless terminated by an employee upon written notice to the Employer or upon termination of

the employee's employment. The filing of such a notice of withdrawal shall halt deductions as of July 1 or January 1, whichever is sooner, next succeeding the date on which the notice of withdrawal is filed.

An authorization for deduction of Union membership dues shall be terminated automatically when an employee is removed from the payroll of the Employer.

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

ARTICLE VIII - AGENCY SHOP

Section 1. Thirty (30) days after the effective date hereof, the Employer will commence to withhold, from the pay checks of those employees who are covered by this Agreement and who have not executed authorization permitting the Employer to withhold the full amount of union dues (as provided hereinabove in this Article), a representation fee equal to 85% of the total of regular Union and the Local Unit to its members. The Union and the Local Unit represent to the Employer that they have established a demand and return system and that they are in compliance with all requirements imposed upon the Union and the Local Unit pursuant to Laws 1979, c. 477 and the Employer's obligation pursuant to this Section is contingent upon the Union's and the Local's continued compliance with the aforesaid law.

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

fee in equal installments from each pay check. The withholding will begin on the first pay period for Employees who commence work after July 1, 1980. The Union shall have thirty (30) days after the commencement of their employment to authorize the Employer to withhold the entire regular Union membership dues and regular Local Unit membership dues pursuant to Article VII. In the event such employees do not authorize the Employer to make such withholdings then the representation fee shall be withheld. Representation fees withheld by the Employer shall be remitted to the Union as provided in Section 1 of Article VII.

Section 3. 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 Article VII.

ARTICLE IX - SENIORITY

Section 1. The principle of seniority will be recognized by the Employer. Bargaining unit seniority is defined as the length of time the employee has been continuously employed by the Employer as a Nurse covered by this Agreement.

Section 1b. Total seniority is defined as the length of time the employee has been continuously employed by the Employer.

Section 2. Application - Bargaining unit seniority shall apply only when promotional rights are asserted. Total seniority shall apply in all other circumstances where length of service is a factor pursuant to this Agreement.

Section 3. Accrual and Acquisition- An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Seniority shall not accrue during leaves of absence unless otherwise set forth in this contract or while an employee is on suspension.

Section 4. Loss of Seniority - An employee's seniority shall be lost when the employee:

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

Section 5. Lists - The Employer will furnish by October 15, an annual seniority list of all those employed by September 30th, to the Union and Local, including name, date of hire, date of title, salary, full or part time status and per diem listed by title.

Section 6. The provisions of the New Jersey Department of Civil Service Rule 4:1-15.1 et seq. concerning lay offs/recalls are incorporated herein by reference and made a part of this Agreement.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1 Scope: Any grievance or dispute which may arise between the parties hereto or between the Employer and an employee during the duration of this Agreement concerning, but not limited to the application or interpretation of the Agreement will be settled under the terms of this Article.

The term "employee" shall mean those nurses recognized in Article I-Recognition, and shall include a single employee or a group of employees.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in the nursing service, or the appointed designee.

The term "representative" shall include the Union and any employee authorized to act by the Local Unit.

Alleged grievances must be filed or complained of within ten (10) working

days of their occurrence or knowledge thereof, otherwise the grievances will be barred. Grievances concerning the employees' paycheck may be brought within six (6) months of the issuance of the paycheck by the Employer. Payroll errors will be corrected within two (2) weeks.

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

Section 2-Step 1: Informal Discussion: An employee who has a grievance will present the grievance within ten (10) working days of its occurrence or knowledge thereof to the employee's most immediate superior or appointed designee. The employee and the immediate superior and the grievance representative shall discuss and attempt to resolve the grievance.

Section 3-Step 2: If the grievance is not resolved by the informal discussion (Section 2 of this Article), it shall be reduced to writing on the appropriate forms within five (5) working days of Step 1 and the informal discussion. The Local Unit will serve such written notice on either the Director of Nursing or his/her designee.

Within five (5) working days of receipt of the grievance notice, a meeting will be conducted by either the Director of Nursing or his/her designee, with the grievant and the Local Representative for the purpose of resolving the dispute. A decision will be rendered in writing within five (5) working days of the meeting to all concerned parties.

Section 4-Step 3: In the event that a grievance has not been resolved or responded to in Step 2, the employee through his or her local unit representative shall proceed to Step 3 within five (5) working days and serve written notice on either

the Personnel Officer or his/her designee. If no such notice is served, the grievance will be barred. The notice shall be acknowledged by a signed receipt. Within ten (10) working days of receipt of such notice a conference will be called by either the Personnel Officer or his/her designee, the grievant, the Local Representative and the Union Representative. A decision will be rendered in writing within five (5) working days to all concerned parties.

Section 5-Step 4: If the decision is unsatisfactory and no settlement is reached between the Union and the Employer, then within ten (10) working days after the Local Representative or the Union receives the written decision of the Employer at Step 3, the Union but not the Local Unit or an individual employee may notify the Employer in writing of its desire to arbitrate. If no such notice is served within ten (10) days of the receipt of the written decision, arbitration will be barred. The Arbitrator shall be jointly agreed upon from a panel supplied by the Public Employment Relations Commission pursuant to its rules.

An Arbitration Hearing shall be held as soon as possible after a decision has been rendered at Step 3. The expenses for the Arbitrator's services shall be shared equally by the parties concerned. His/her decision shall be final and binding.

A pre-arbitration conference between the representative of both sides shall be conducted no later than fifteen (15) days prior to the date of the scheduled arbitration hearing. After such conference, if either party cancels the arbitration hearing subsequent to the Arbitrator's cancellation fee, if any, according to the rules of the State Board of Mediation regarding late cancellation fees, such party will be responsible for the fee.

Section 6-General Provisions: The Arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. He/she shall have no power to add or subtract from the Agreement.

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

Grievants, not to exceed three (3) in a class action and their Local Unit Representative shall be released from duty and allowed hearing time without loss of pay providing that the hearings occur between 8:00 AM and 5:00 PM; Monday to Friday when those involved are to have been on duty.

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

The employee, the Union and the Local Unit shall receive written notification of all action by the Employer as it may relate to disciplinary measures presented during the steps of the grievance procedure herein defined.

Grievances affecting three (3) or more members of the bargaining unit in principle or in actuality shall be considered 'Class Action' grievances. Class action grievants shall be represented by the Local Unit President and initiated at Step 3.

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

If either party cancels the scheduled arbitration hearing subsequent to the pre-arbitration conference, the party that cancels the arbitration shall bear the full cost of the cancellation fees if such are incurred.

If Management fails to comply with a decision rendered at a prior Step in the Grievance Procedure, the Union may submit the matter to the Hospital Board of Managers.

ARTICLE XI-WORKING TEST PERIOD

As per Civil Service Regulation 4:1-13.3, all newly hired employees shall complete the said Working Test Period. During a Working Test Period, an employee shall have all contractual rights except the right to grieve a discharge. Upon the successful

completion of the Working Test Period, an employee shall have seniority credit retroactive to the commencement of work.

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

ARTICLE XII-HOURS OF WORK

Section 1-The Work Week: The work week consists of seven (7) consecutive days starting at Sunday at 12:01 AM and ending the following Saturday at 11:59 PM. The Employer will schedule work within four week cycles.

The normal hours of work for a full time nurse will be forty (40) hours per week consisting of eight (8) hours daily for five (5) days.

Section 2-The Work Day: Nurses who work the day or evening tour of duty will work eight (8) hours exclusive of a one half ($\frac{1}{2}$) hour unpaid meal period. Two (2) fifteen minute paid rest periods will be included on the work day. Rest periods will be scheduled by the Head Nurse or charge nurse.

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

Section 3: Full time employees will be paid a regular rate of compensation based upon a forty hour work week. Part time employees and per diem employees will be paid for hours actually worked.

Section 4-Experimental Work Day and Work Week: The Employer and the Association by mutual agreement will permit alteration of the normal work day or work week to permit experimentation with other systems of scheduling work time.

Section 5-Work Schedules: The Employer will, to the extent practicable, post a schedule of each employee's assignment including days off four weeks in advance of the start of each work week. This schedule will remain in effect until it is superseded by a new schedule or changed by agreement between the Employer and the employee concerned.

Section 6. Rotation The Employer will continue its past practice in regard to rotation of shifts.

Section 7. Weekends

- a. The Employer's past practice concerning alternate weekends off shall continue.
- b. There will be no "pay back" of weekends not worked while taking earned vacation time.
- c. It is agreed that there should be a maximum of twenty-four weekends worked per annum. Those members of the bargaining unit not presently working weekends will not be required to work weekends. For employees who have worked less than a year, the maximum number of weekends worked should be pro-rated.

ARTICLE XIII - SAVINGS CLAUSE

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

ARTICLE XIV - EQUAL EMPLOYMENT

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

ARTICLE XV - PART TIME AND PER DIEM EMPLOYEES

Section 1: Part-time nurses shall mean any registered nurse working twenty (20) or more hours but less than forty (40) hours per week.

Section 2: Benefits for part-time personnel shall be pro-rated based on their hours of work and calculated on a quarterly basis.

Section 3: Employees who are hired after the date of the Agreement and work less than twenty (20) hours per week shall be identified as per-diem employees. Such employees shall not be entitled to any and all fringe benefits. All other detail provided for in this Agreement shall apply to per-diem employees.

Section 4: Employees who were hired before the signing of this Agreement to work less than twenty (20) hours a week will continue to receive all the pro-rata benefits they enjoyed prior to the signing of this Agreement.

Section 5: Per diem employees shall be assigned hours of work by the Nursing Administration.

ARTICLE XVI - NEWLY CREATED POSITIONS

Section 1: All promotions, transfers and newly created positions shall be subject to the pertinent Civil Service rules and regulations.

Section 2: If, in the opinion of the Employer, an open position demands additional qualifications other than those set by Civil Service, the Employer agrees to submit to the Council of Nursing Practitioners the additional criteria for comment but not for negotiation prior to submitting same to the New Jersey Department of Civil Service for approval.

Section 3: Requests from staff members regarding transfer to another Nursing Division for a posted vacancy, newly created position or promotion must be submitted to the Nurse Recruiter in writing with a copy to applicant's Head Nurse.

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

The posting shall continue for a period of ten working days at which time the posting for the position will be removed. Within ten (10) working days after the posting of the position has been removed, those applicants shall be notified

of the decision made by the Assistant Director of the affected area. If Management continues to keep the authorized position available, the posting procedures shall be re-instated.

Requests from staff members regarding transfer to a position outside of the Nursing Department must be submitted to the Personnel Director in writing with a copy to the Head Nurse and the Nurse Recruiter.

All postings shall include title, unit, shift, full or part time status, starting salary and qualifications. A copy of this posting including the name, title, and unit of those nurses newly appointed to previously posted positions will be sent to the President of the Local Unit monthly.

Applicants not selected may arrange a meeting with their Assistant Directors to discuss the reason for their non selection. The decision may not be arbitrable.

Section 4: The purpose of the above is to allow all within the bargaining unit those who are interested in the position and who have the necessary qualifications to apply. In cases of multiple applicants, the employee with the most seniority shall prevail, providing that an examination is not required and all other things such as education and experience are equal.

Section 5: Where Civil Service Law does not pertain, first consideration shall be given to existing staff for promotional vacancies or newly created positions subject to those standards or qualifications established by the Director of Nursing Service. The standards or qualifications shall not be established in an arbitrary or capricious manner.

ARTICLE XVII- UNPAID BENEFITS, TIME NOT WORKED

Section 1: Personal Leave; Basis and Amount Upon application as required, a permanent full time or permanent part-time employee who has completed one (1) year or more of continuous employment will be eligible for an unpaid leave of absence which shall include but not be limited to personal illness or emergency, education, military service, adoption leave and maternity leave. Leave will be

granted subject to the needs of the Hospital. However, such leave will not be denied in an arbitrary or capricious manner. At the end of said leave, an employee will be entitled to return to work in the first opening, in the same job title, or other job title for which he /or she is qualified and is available, without any loss of previously accrued seniority. Seniority or other benefits will not accrue to an individual while on such leave.

Section 2: Personal Leave; Procedure An employee desiring a leave of absence under Section 1 of this Article, except in the case of emergency, will apply for it in letter form to the Nursing Department as soon as possible but in no event later than four (4) weeks prior to the commencement of such a leave. A copy of the letter marked "copy received by the Personnel Officer" shall be immediately returned to the employee as evidence of receipt of the letter. The Employer will notify the employee of its decision as promptly as possible under the given circumstances, not to exceed 5 working days. An employee desiring an extension of any leave of absence will submit a similar letter to the Nursing Department as soon as possible but not later than ten (10) working days (excluding Saturday, Sunday, and Holidays) before the scheduled expiration of such leave. The Nursing Department will notify the employee of its decision in writing as soon as possible under the given circumstances in not less than five (5) working days. An extension may be granted of up to ninety (90) working days, plus one additional extension of sixty (60) working days.

Section 3: Personal Leave; Limitations An Employee will be terminated for obtaining a leave by false pretenses or for failing to return from said leave without good and sufficient cause or for obtaining employment elsewhere.

Section 4: Military Leave A leave of absence will be granted for performance of duty with the reserve component thereof in accordance with applicable law.

Section 5: Maternity Leave A female employee who has permanent Civil Service status, upon her request shall be granted permission to use accumulated sick leave for maternity purposes. In those instances where the permanent employee's sick leave is limited and when requested by the employee the Employer may approve a leave of absence without pay not to exceed six (6) months. A permanent employee may request an extension of the non-paid leave for a period of time not to exceed an additional six (6) months and the total leave shall not exceed one (1) year. Granting of an extension is in accordance with Section 2.

ARTICLE XVIII - PROFESSIONAL PRACTITIONER STATUS

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

Section 1: Council of Nursing Practitioners There shall be a Council of Nursing Practitioners at Bergen Pines Hospital..

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

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

A. Purpose:

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

B. Functions:

1. Review and make recommendations regarding standards of nursing practice consistent with those enunciated by the profession and specific to the Hospital.

2. To analyze the factors which facilitate or impede the practice of nursing and make recommendations with regard to same.

C. Responsibility and Authority of the Council shall be as follows:

1. Council recommendations, or Committee recommendations approved by the Council, shall be in writing to the Director of Nursing, and the Hospital Administrator or his designee.

2. The Nursing Administration shall meet at a regular time as required and as is mutually agreed upon to review recommendations from the Council, which have been received in writing at least ten (10) calendar days before said meeting and will respond to the Council in writing within ten (10) calendar days following said meeting or within ten (10) calendar days of any joint meeting between the Nursing Administration and authorized Council Representatives. The Council shall meet with the Nursing Administration through an executive committee of members.

3. Decisions made or action taken by the Employer pursuant to this Article are not subject to grievance.

4. Should there be any dissatisfaction on the part of the Council with the response of the Nursing Administration, then the Council may request, in writing, the consideration by the Director of Nursing and the Hospital Administrator.

ARTICLE XIX - STAFF DEVELOPMENT/EDUCATION

Section 1: Orientation - A five week planned orientation program will be carried out for new employees of this bargaining unit. Staff Development, in conjunction with the Head Nurse, will provide new employees with both a general and specific orientation. Staff Development will provide structured classroom activity detailing a general introduction to the health care facility as well as general policies and procedures of the Hospital and assigned division. The unit orientation phase of the five week program will be developed by Staff Development in conjunction with the Head Nurse. Where the performance of orientation duties conflicts with the performance of the Head Nurse's regular duties, the Nurse Supervisor shall determine work priorities. The orientation shall include, but is not limited to, a programmed series of assignments with unit staff nurses, supervised individual assignments, and ongoing weekly evaluations. At the conclusion of the five weeks, the Head Nurse, in conjunction with Staff Development, will evaluate the competency of the new employee in writing and determine the need, if any, for an extension of the orientation period.

Section 2. Inservice - An organized program of In-Service education will be continued as per the Employer's past practice. Employees shall receive their regular rate of pay either for attendance at In-Service programs based at the Hospital during their regular working hours or for required attendance at Hospital based In-Service programs during the employees off duty time. Also, if employees are required to attend an In-Service program at sites other than the Hospital, the employees shall receive their regular rates of pay for the time spent at the programs.

All fees and expenses for courses required by the employer shall be paid by the employer within the terms of County policy.

Time spent in attendance at In-Service Programs shall be included as part of the regular hours of the work day or the work week, as defined in Article XII.

The Employer shall post notices of In-Service educational programs at least seven (7) calendar days prior to the scheduled dates of the programs.

Section 3: The Evaluation Process - An evaluation form shall be developed by the Nursing Administration. Thereafter, each employee covered by this Agreement will be evaluated on an annual basis utilizing such a form. All employees covered by this Agreement will have the total evaluation process done by registered nurses in the Nursing Department.

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

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

Section 4: Continuing Education - The practice of providing continuing education to each member of this unit - shall be provided in the amounts of two-hundred dollars (\$200) per person in 1982 and two-hundred fifty dollars (\$250) per person in 1983. Such shall be exclusive of mileage or other travel expenses, room and meal expenses as reimbursed in accordance with current County poli

Section 5: Tuition Reimbursement - Employees in the bargaining unit will receive a tuition reimbursement provided all of the following conditions are fulfilled:

- a. The nurse must be employed by Bergen Pines County Hospital as a nurse for six (6) months before she/he may receive tuition reimbursement.

- b. The nurse must be enrolled in a program approved by the New Jersey State Board of Nursing, for a Bachelor, Masters, or Doctorate in Nursing or taking a nursing-related course which has been approved by the Director of Nursing. Denial of approval without reasonable justification will be subject to the grievance procedure beginning at Step III and proceeding to arbitration if necessary.
- c. The nurse must receive a passing grade for the course. A grade of "D" is not acceptable, and there will be no reimbursement for the same.
- d. The maximum reimbursement in 1982 is five-hundred dollars (\$500) and in 1983, eight-hundred fifty dollars (\$850).
- e. If the nurse terminates her employment with the Hospital, within six (6) months of attaining her degree, she/he will pay back all monies received from the Hospital for tuition reimbursement.

ARTICLE XX - FLOATING

1. The senior full time nurse on evenings or nights for continuity of care shall not float.
2. Seniority shall be determined by length of bargaining unit service with the Bergen Pines Hospital.
3. Floating will be equitable by inverse seniority rotation within a unit and division.
4. The nurse who works overtime will not be floated from her/his unit unless agreed to mutually.
5. The nurse shall float within the division unless mutually agreed to.
6. A list will be kept on each unit to assure equitable floating.
7. Nursing management will retain a floating list by division.
8. It is recognized that some units within a division are alike and some are not alike. Every nurse assigned to Float shall be given an orientation to

the unit to which they are assigned to float. If the employee's regular unit is like the unit to which they will float, they will receive a one day orientation provided they have not worked on that unit during the preceeding nine (9) months. Employees assigned to Float to unlike units within the division shall have three (3) days orientation.

9. The parties shall subsequently agree as to which units are designated as like and unlike units.
10. No employee will be in charge of a unit unless the employee has been previously oriented to unit for a period of at least five (5) working days.

ARTICLE XXI - HOURS OF WORK AND OVERTIME

Section 1: Hourly Rate of Compensation - An employee's hourly rate of compensation will apply to all work up to forty (40) hours in a weekly period. The hourly rate of compensation will not include any weekend shift or holiday differential or other premium to which the employee is otherwise entitled.

Section 2: Overtime Work - All hours worked in excess of forty (40) hours per week on the day, evening and night shift will be paid for at the rate of time and one-half ($1\frac{1}{2}$) the individual employee's hourly rate of pay. There will be no pyramiding or compounding in computing compensation rate under this Agreement. For the purpose of this Article, an employee's work week will be deemed to include time compensated for holidays, personal days, vacation days, paid sick leave days; leave for death in family, and jury duty leave. If any nurse is requested by the employer to work any time over eight (8) hours, the nurse will be paid time and one half ($1\frac{1}{2}$) her base rate plus shift differential when applicable for all time so spent. For work done between six (6) and fifteen (15) minutes over-time, the employee will be paid for fifteen (15) minutes at time and a half ($1\frac{1}{2}$). For work done between fifteen (15) and thirty (30) minutes, the employee will be paid for thirty (30) minutes and shall continue at the same fifteen (15) minute intervals of payment.

ARTICLE XXII - SALARY PREMIUMS

Section 1. Wages - The frequency of payment shall continue as heretofore.

The Procedure for distribution of pay checks are as follow:

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

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

No employee shall receive less than the minimum hourly rate of pay for their respective job title and no employee shall receive in excess of the maximum hourly rate of pay for their respective job title.

Rates are set forth by title.

<u>EFFECTIVE 1/1/82</u>	RN's (Including Per-Diem)	<u>EFFECTIVE 1/1/83</u>
GN's	8.10	8.83
RN's 0-1 yr.	8.50	0-1 yr, 9.27
1 yr-2 yr.	9.25	1-2 yr. 10.08
2 yr-3 yr.	10.00	2-3 yr. 10.90
3 yr-4 yr.	10.70	3-4 yr. 11.66
4 yr-5 yr.	11.40	4-5 yr. 12.43
<u>ASSISTANT HEAD NURSE</u>		
0 yr-1 yr.	9.00	0-1 yr. 9.81
1 yr-2 yr.	9.70	1-2 yr. 10.57
2 yr-3 yr.	10.40	2-3 yr. 11.34
3 yr-4 yr.	11.10	3-4 yr. 12.10
4 yr-5 yr.	11.80	4-5 yr. 12.86

HEAD NURSE

0-1 yr.	10.00	0-1 yr.	10.90
1-2 yr.	10.80	1-2 yr.	11.77
2-3 yr.	11.60	2-3 yr.	12.64
3-4 yr.	12.40	3-4 yr.	13.52
4-5 yr.	13.30	4-5 yr.	14.50

INSTRUCTOR

0-1 yr.	9.75	0-1 yr.	10.63
1-2 yr.	10.40	1-2 yr.	11.34
2-3 yr.	11.10	2-3 yr.	12.10
3-4 yr.	11.80	3-4 yr.	12.86
4-5 yr.	12.50	4-5 yr.	13.63

Completed years of service are based on anniversary date of hire or promotional advancement date.

Employees will advance from one step to another on their anniversary dates annually during each year of the Agreement.

On January 1, 1983, all employees regardless of step level will receive a nine percent (9%) increase as indicated in the second column.

Hire rates are based on years experience on the appropriate steps.

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

Rare exceptions shall be mutually agreed upon by the Union and Management.

Every promotion (Assistant Head Nurse or Head Nurse) shall be accompanied by an increase in salary to the next highest step on the salary scale for that title level.

Section 1-Shift Differential: The Employer shall pay additional compensation at the hourly rate of eighty five cents (0.85¢) in 1982 and ninety five cents (0.95¢) in 1983 to an employee who is assigned to the evening and night tours of duty. Shift differential when received on a regular basis will not be considered as part

of the regular compensation pay, but will be included in payment for paid leave as set forth in Article XXI; Section 2.

Section 2-Charge Pay: On the day shift, whenever a Unit is without a Head Nurse and an Assistant Head Nurse, a staff nurse shall be designated as 'in charge.'

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

The 'charge nurse' shall be paid sixty five cents (0.65¢) per hour in addition to her base hourly rate in 1982 and will remain 0.05¢ per hour above any charge payment for Practical Nurses during the life of the Agreement.

Section 3-Education Differential: An annual bonus of two hundred and fifty dollars (\$ 250.00) per year will be paid no later than:

June 30	. \$ 125.00
December 15	\$ 125.00

in each year of the Agreement to those current employees who hold a B.A. or a B.S. in health related disciplines, or a B.S. in Nursing.

Employees hired after the signing of this Agreement must hold a B.S.N. to be eligible for this differential.

The same differential is offered to those employees who possess a Masters in Nursing if required by their job title.

ARTICLE XXIII-HOLIDAYS AND PERSONAL DAYS

Section 1-Holidays:Amount: Regular full time employees will be entitled to the following holidays:

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

Any additional holiday declared as such by Resolution of the Board of Chosen Freeholders shall be granted to members of this bargaining unit. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday. Part time employees will receive a pro rata share of the holidays providing that they work a pro rata share of the holidays. Per diem employees will not receive pro rata holiday benefits.

Section 2-Holidays: Entitlement: Recognizing that the Employer operates each day of the year and that it is not possible for employees to be scheduled off on the same date, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Employer will, consistent with the needs of the patient population, distribute holidays off on an equitable basis within job classifications after consultation with the employees as to preference.

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive a day off at the regular compensation rate, at a future mutually convenient date. If a holiday falls during an employee's vacation, the vacation may be extended by one day, or at the option of the Employer, may receive a substitute day off with the regular compensation rate at a mutually convenient date. In making such a determination, the Employer shall take into consideration the employee's expressed preference.

Section 3-Holidays: Pay or Equivalent Time Off: An employee who is not scheduled to work on a holiday will be paid for the holiday at his/her regular compensation rate and the shift differential rate when applicable. An employee who is scheduled on Christmas or New Year's Day shall be paid at the rate of time and one half for all hours worked. In addition, the employee shall receive a substitute day off at the employee's regular compensation rate and shift differential when applicable within thirty (30) days after the holiday, or as determined by the Employer taking into account the expressed preference of the employee and the needs of the Employer,

an additional day's payment at the employee's regular compensation rate in lieu thereof.

All holidays and weekends worked shall be paid at the regular rate plus fifty cents (0.50¢) per hour differential and shift differential when applicable and the substitute day off as outlined above.

After completion of three (3) months of service, full time employees will be entitled to one (1) Personal Day each year, non-cumulative. The Personal Day shall be scheduled in advance subject to the scheduling needs of the Department with the approval of the Employer.

Scheduled Personal Days shall not be unreasonably cancelled. The Employer shall retain the same right to require work on scheduled Personal Days as on paid holidays provided that the employee shall be paid for such work at the employee's regular compensation rate plus shift differential when applicable and shall receive a substitute day off with regular payment at some other mutually convenient time. Part time employees shall receive a pro rata benefit. Per diem employees shall receive no benefit under this Section.

ARTICLE XXIV-VACATIONS

Section 1-Vacations:Amount: Full time employees shall accrue vacation days by the following method: Less than six months-No Vacation Days; Six months but less than twelve months-1 day/month, retroactive to date of hire. After the first twelve complete months, one and one quarter days per month retroactive to the first date of hire for a total of 15 days each year after the completion of said year.

Beginning with the sixth year of employment, an employee shall accrue vacation at the rate of twenty days per year.

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

Section 2-Vacation: Pay: An employee entitled to vacation under Section 1 of this

Article will be paid vacation at the employee's regular compensation rate including the shift differential when applicable.

Section 3-Vacations:Scheduling: The vacation period will be the entire calendar year, subject to the needs as determined by the Employer. An employee will, based on the Hospital's operating requirements, have her/his choice of vacation time, it being recognized, however, that vacations must be scheduled by the Employer in a manner designed to insure the effective and efficient operation of each of the Units.

Section 4: The vacation eligibility date shall be as heretofore. No unpaid absences shall be deemed or considered as time worked in the computation of vacation payment. Where an employee has been absent without pay, the vacation pay shall be pro-rated on a per-centage basis, i.e., the employee shall receive pro-rata vacation time off with pay based on the per-centage of actual time worked during the applicable year to regularly scheduled working time.

Section 5: Vacation days earned may be taken one at a time throughout the year consistent with the needs of the individual and the patient care unit.

It is agreed that in the event an employee is prevented from taking her/his vacation during the year as a direct result of scheduling by the Management, the employee shall be paid for said accumulated vacation at her/his regular hourly rate of payment, no later than the last pay period of the year.

ARTICLE XXV-SICK LEAVE

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

A part time employee but not a per diem employee shall receive a pro rata benefit as noted in Article XV; Section 2.

An employee who changes from full time to part time status shall retain

any accrued sick leave hours.

Section 2: An employee will be paid for sick leave at the employee's regular compensation rate for the employee's regularly scheduled work day. Sick leave will be applicable only if the employee is ill on the days during which the employee is regularly scheduled to work. To be eligible for the sick leave benefit, an employee who is absent due to illness or injury must notify the employee's supervisor or other designated individual as soon as possible but at least one (1) hour before the start of her/his regularly scheduled work day except in cases of proven inability to furnish such notice, and shall continue to give notification on a daily basis unless another arrangement has been made. Employees who have been on sick leave may be required to be examined by the Hospital's health service physician before being permitted to return to duty. The Employer will establish a system to permit the employees to give notice of sickness to a supervisor by telephone.

The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition for receiving sick leave payment.

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

Section 3-Sick Leave:Retirement: Employees who resign after reaching age 60 and those who retire through the Public Employees Retirement System, regardless of age, may choose one of the following terminal leave options:

Option 1- A lump sum payment of one half of the employee's earned and unused accumulated sick leave calculated at the average rate of payment earned during the year of her/his employment immediately

preceding the effective date of retirement, provided that such payment shall not exceed twelve thousand dollars (\$ 12,000.00).

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

ARTICLE XXVI-OTHER PAID LEAVES

Section 1-Bereavement Leave: A full time employee shall be paid for four (4) work days of absence in the event of the death of a member of the employee's immediate family.

Immediate family is defined as: grand-parents; in-laws; parents; spouse; children; grand-children and siblings. Such days must be taken off consecutively within a reasonable period of time of the day of the death or the day of the funeral, and may neither be 'split' or postponed. An employee shall be paid for such days at the employee's regular compensation rate.

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

Section 2-Jury Duty:Amount: A full time employee who is summoned or who serves as a juror shall be paid the difference between the employee's regular pay less the employee's pay as a juror for each work day while on Jury Duty, which shall not include 'on call' jury duty time when employees are able to work. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Director of Nursing Service or his/her designee.

Section 3-Jury Duty:Procedure: An employee who is summoned to jury duty will promptly notify the Employer. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Employer of such release.

Section 4-Convention Leave: Paid leaves of absence will be authorized for elected delegates and alternates of the Association from the Hospital to attend the following

conventions:

- 1) The ANA Convention and 2) the NJSNA Convention

The cost of the convention itself is to be paid by the employee desiring attendance unless other arrangements have been made. The leave of absence is for the length of the convention solely, to a maximum of three (3) days.

Section 5-Paid Leaves of Absence: Limitations: All paid leaves as described above must be taken at the time of the related occurrence, or reasonably thereafter, or shall be waived. Employees will be terminated for obtaining leave of absence under false pretense or for failure to return from an authorized leave of absence. The Employer reserves the right to require proof of death and relationship in the case of a Funeral Leave.

Section 6-Union Leave: One day per month is granted for delegates/alternates for a total of twelve (12) days in the aggregate per year.

ARTICLE XXVII-HEALTH INSURANCE

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

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

Employees working less than twenty (20) hours per week shall not be entitled to such benefit.

b. The Employer shall also extend the above insurance coverages to all retired employees and their eligible dependents, at its expense, provided that the employee has twenty five (25) 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.

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

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

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

Section 2-Dental Plan: Effective 1/1/82 all employees shall be provided with a County Dental Plan (#3134-05), full family coverage and co-payment in the first benefit year. The Plan will be fully paid by the Employer thereafter.

Section 3-Prescription Plan: Effective 1/1/82, a \$ 2.00 co-payment prescription plan shall be provided by the Employer to all bargaining unit employees and their dependents at the Employer's cost.

Section 4-Disability Plan: All bargaining unit employees shall be provided with the option to be covered by a Disability Plan offered by the Employer. The Plan provided for a co-payment by the employee and the Employer.

The Plan provides for a 70% payment of weekly wages not to exceed \$ 150/week for a period of one year after a 45-calendar day waiting period from date of illness, injury or accident. Thereafter, the employee may combine disability pay and accrued sick leave to equal their total weekly wages. Disability is for long term illnesses including maternity.

Section 5: Any increase in health benefits provided to any organized employee

of Bergen County except police shall also be incorporated in this Agreement.

ARTICLE XXVIII- LONGEVITY PAYMENT

Each full time employee shall receive longevity payment starting with the sixth anniversary of employment. An additional lump sum payment shall be made on the completion of each anniversary as follows.

\$ 100.00 for service period of 6 to 8 years

\$ 200.00 for service period of 9 to 13 years

\$ 400.00 for service period of 14 to 18 years

\$ 600.00 for service period of 19 years or more

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

ARTICLE XXIX - DISCIPLINE/DISCHARGE

The Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. In the case of suspension and/or discharge, the Employer will notify the Union and the Local Unit Chairperson in writing of such action within 2 working days. If the Association desires to contest such action by grievance process, it shall give written notice to the Employer within five (5) working days but no later than ten (10) working days from the date of receipt of notice of suspension or discharge. In such event, the dispute may be submitted for determination under the standard grievance procedure identified in this Agreement, however commencing at Step 3 of the Procedure itself.

ARTICLE XXX - RESIGNATION

Section 1: A employee who is terminating by resignation will give the Employer three (3) weeks written notification prior to such resignation, such notice to

commence from the date the letter of resignation arrives in the Nursing Management Offices, or forfeit terminal benefits.

Section 2: An employee whose employment is terminated for reasons other than just cause will receive as a terminal allowance at the Employer's option either a 10 work day notice or compensation to the extent such notice is deficient and further, all time accrued during such period (holiday, vacation, Personal Day) be pro rated to the employee's termination date.

ARTICLE XXXI-SPECIALTY ITEMS

Section 1-On Call:Operating Room: Nurses assigned to operating room duty shall be 'on call' during their non-working hours as required by the Employer pursuant to the following conditions:

- 1) The Employer will establish an 'on call' schedule which will be posted and which will state the names of the nurses who are on call and the dates and hours of on call duty for a 4-week period. The Employer will make its best effort to schedule on call duty equally among the nurses assigned to operating room duty.
- 2) The Employer may assign a nurse to 'on call' duty on a daily basis; Monday to Friday from 3:30 PM to 7:00 AM the following day or on a weekend basis from 7:00 AM Saturday to 7:00 AM on the following Monday.
- 3) Nurses assigned to 'on call' duty shall receive \$ 1.25 per hour for on call compensation.
- 4)A nurse who is 'on call' shall be required to be available and return to the Hospital and perform operating room duties during their non-working hours when required by the Employer. Nurses who are required to return to the Hospital to perform such duties for eight hours or less shall receive, in addition to on call compensation, eight hours of pay at their regular hourly rate of payment.

Nurses who return to the Hospital and perform such duties for more than eight hours during the 'on call' period shall receive eight hours of payment at the hourly rate of pay and the balance of hours shall be compensated at 1½ times the hourly rate.

5) Nurses who are on call on a holiday and who perform operating room duties shall have the same rights as other nurses in the bargaining unit to take compensatory time off as per Article XXVII; Section 3.

6) The Employer, through the Assistant Executive Director in charge of Nursing shall adopt and post a policy to provide a sleep period or rest period for nurses who are called in to perform duties in the operating room.

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

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

Section 2-OnCall:Invasive Laboratory: When called in for Invasive Laboratory procedures, the nurse shall be guaranteed a minimum of four hours of paid time or time actually worked whichever is greater including overtime payment when such is applicable.

Section 3-Unit 65: Unit 65 (ICU/CCU) shall be provided with scrub gowns at their option.

Section 4-Instructors of Nurses: Instructors of Nurses will have the same rights as other nurses in the bargaining unit to choose compensatory time off in lieu of payment for hours worked on holidays.

The Employer will provide the Instructors of Nurses with an area on the Hospital premises where they can prepare for class instruction on a daily basis, and will incorporate daily preparation time for the instructors into the teaching program.

The Employer will allow one (1) Instructor of Nurses to enjoy the same or similar benefits as set forth in Article XXVI; Section 4.

Section 5-Head Nurses:

- a. Head Nurses will not be counted in the daily staff totals.
- b. Head Nurses will be permitted the option of wearing street clothes or uniforms.

Section 6-Non Nursing Functions: Non-nursing functions will be addressed within sixty days of the signing of this Agreement. If no agreement is reached regarding non nursing functions, the Contract shall be re-opened in this area.

Section 7-Night Flex Time: Full implementation of the experimental night flex program shall be completed within sixty days after June 21, 1982 with a progressive roll-on. Night nurses scheduled to work the night shift will be able to work 4 eight hour shifts per week and will be paid for 5 eight hour shifts per week. These will be considered full time employees.

There will be a one month recruitment period preceding the experimental trial period. The Program will be evaluated at the end of the six months.

ARTICLE XXXII-JOINT SAFETY COMMITTEE

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

ARTICLE XXXIII-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 except for a wage reopener for 1984 and discussions surrounding non nursing duties, orientation programming and night 'flex' hours.

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

this contract except as provided for in this Agreement.

ARTICLE XXXIV-EFFECTIVE DATES/DURATION

The term of this Agreement shall be from January 1, 1982 to December 31, 1984 at 11:59 PM, and it shall take effect upon the execution by both of the parties.

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

WITNESSES:

Freasholder Director Robert Pallotta

R.W. Kohnfeld
R.W. Kohnfeld-Personnel Officer
Bergen Pines County Hospital

JoAnn Pietro RN
JoAnn Pietro-Staff Representative
J.N.E.S.O

Maureen Curcio, RN-President of
J.N.E.S.O. Local Unit; Bergen Pines
County Hospital

2-0463 STORAGE

Bergen

X CONTRACTUAL AMENDMENT-1984
BERGEN PINES COUNTY HOSPITAL
& JNESO/N.J. STATE NURSES'
ASSOCIATION

The Bergen Pines County Hospital and JNESO/NJSNA have reached the following agreements for the year 1984:

1. All terms and conditions of the current Agreement between the parties shall remain in effect except as modified below.
2. The salary schedule for the year 1984 shall be:

<u>Graduate Nurse/Registered Nurse</u>	<u>January 1, 1984</u>	<u>July 1, 1984</u>
Graduate Nurse	\$ 9.27	\$ 9.36
R.N. 0-1 years	\$ 9.73	\$ 9.83
R.N. 1-2 years	\$10.58	\$10.69
R.N. 2-3 years	\$11.45	\$11.56
R.N. 3-4 years	\$12.24	\$12.36
R.N. 4-5 years	\$13.24	\$13.50
 <u>Assistant Head Nurse</u>		
0-1 years	\$10.30	\$10.40
1-2 years	\$11.10	\$11.21
2-3 years	\$11.91	\$12.03
3-4 years	\$12.71	\$12.84
4-5 years	\$13.70	\$13.97
 <u>Head Nurse</u>		
0-1 years	\$11.45	\$11.56
1-2 years	\$12.36	\$12.48
2-3 years	\$13.27	\$13.40
3-4 years	\$14.20	\$14.34
4-5 years	\$15.44	\$15.75
 <u>Instructor of Nurses</u>		
0-1 years	\$11.16	\$11.27
1-2 years	\$11.91	\$12.03
2-3 years	\$12.71	\$12.84
3-4 years	\$13.50	\$13.64
4-5 years	\$14.52	\$14.81
 <u>Clinical Specialist</u>		
0-1 years	\$11.45	\$11.56
1-2 years	\$12.36	\$12.48
2-3 years	\$13.27	\$13.40
3-4 years	\$14.20	\$14.34
4-5 years	\$15.44	\$15.75
 <u>Instructor/In-Service Nursing</u>		
0-1 years	\$11.16	\$11.27
1-2 years	\$11.91	\$12.03
2-3 years	\$12.71	\$12.84
3-4 years	\$13.50	\$13.64
4-5 years	\$14.52	\$14.81

<u>Coordinators/Infection Control & Utilization Review</u>	<u>January 1, 1984</u>	<u>July 1, 1984</u>
0-1 years	\$10.40	\$10.50
1-2 years	\$11.19	\$11.30
2-3 years	\$12.00	\$12.12
3-4 years	\$12.80	\$12.93
4-5 years	\$13.79	\$14.07

3. Employees of the Bargaining Unit, on the Employer's Payroll on January 1, 1984 shall receive 5.0% increase to their hourly rate as of January 1, 1984. Employees of the Bargaining Unit, on the Employer's Payroll on July 1, 1984 shall receive 1.0% increase to their hourly rate as of July 1, 1984. The above shall include all employees except those at the final level of each salary schedule (4-5 year Level). These latter employees of the Bargaining Unit, on the Employer's Payroll on January 1, 1984 shall receive 6.5% to their hourly rate as of January 1, 1984. These same 4-5 year Level employees of the Bargaining Unit, on the Employer's Payroll on July 1, 1984 shall receive 2.0% increase to their hourly rate as of July 1, 1984

4. LONGEVITY PAYMENT

Section 1. Full time employees who have completed five (5) years of full time employment shall receive 'longevity pay' as set forth below:

\$ 200.00 on the 6th, 7th and 8th anniversary date of employment.

\$ 400.00 on the 9th, 10th, 11th, 12th and 13th anniversary date of employment.

\$ 800.00 on the 14th, 15th, 16th, 17th and 18th date of employment.

\$1000.00 on the 19th anniversary date of employment and 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 20 hours per week will receive 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.

5. All increases due on January 1, 1984 are reflected in the Schedules above (Paragraph 2) titled January 1, 1984. All increases due on July 1, 1984 are reflected in the Schedules above (Paragraph 2) titled July 1, 1984.

The term of the Amendment portion of the Agreement between the parties shall commence on the 1st day of January 1984 and shall end on the 31st day of December 1984.

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

BERGEN PINES BOARD OF MANAGERS

R. W. Kornfeld
R.W. Kornfeld, Personnel Officer

BERGEN COUNTY BOARD OF
CHOSEN FREEHOLDERS

Gerald Calabrese
Gerald Calabrese-Director

J.N.E.S.O; LOCAL UNIT

Rosemary Flynn RN
Rosemary Flynn, RN

Judith Minker, R.N.C
Judith Minker, RN

Kathleen Pigaga, R.N.
Kathleen Pigaga, RN

Patricia Lorenz, RN
Patricia Lorenz, RN

Maureen Curcio
Maureen Curcio, RN

Kathleen Suski
Kathleen Suski, RN

Donna Faustini RN
Donna Faustini, RN

Patricia Mateyka RN
Patricia Mateyka, RN

Dorothy Mortensen RN
Dorothy Mortensen, RN

JNESO/N.J. STATE NURSES'
ASSOCIATION

Fran Bikoff RN
Fran Bikoff, RN Representative

Mablene Strickland RN
Mablene Strickland, RN-Local
President