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STORAGE

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AGREEMENT

BETWEEN

JERSEY CITY MEDICAL CENTER, DEBTOR-IN-POSSESSION

(Employer)

and

THE SKILLED CRAFTSMAN UNIT

HUDSON COUNCIL #2 NEW JERSEY CIVIL SERVICE ASSOCIATION

X JANUARY 1, 1983 THROUGH DECEMBER 31, 1985

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ARTICLE I

RECOGNITION

1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for all its employees employed within the bargaining unit as recorded by the New Jersey Public Employment Relations Commission, and more specifically as set forth below:

1.2 All Tradesmen and skilled craftsmen employed by the Jersey City Medical Center including working foremen.

ARTICLE II      DUES CHECK OFF

2.1      The Medical Center agrees to deduct the biweekly Association membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Medical Center by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th of the current month, after such deductions are made.

2.2      Any written designation to terminate authorization for checkoff must be received in writing by the Medical Center and the Association July 1st and filing of notice of withdrawal shall be effective to stop deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

2.3      Employees who return from leave of absence shall be restored to dues deduction automatically, if they were on dues deduction previous to their leave.

2.4      The Association shall indemnify, defend and save the Medical Center harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Medical Center in reliance upon the certification provided by the Association to the Medical Center.

ARTICLE III      HOURS OF WORK

3.1 The regular work day shall be seven (7) consecutive hours of work except for lunch period which whenever possible shall be scheduled at the middle of each work day.

3.2 The regular work week shall consist of not more than thirty five (35) hours, five (5) consecutive days, Monday through Friday inclusive.

3.3 Mechanics assigned to work 4 to midnight and 12 midnight to 8:00 A.M. shall receive \$750.00 added to their base pay.

ARTICLE IV      OVERTIME

4.1      Employees working in excess of their regularly scheduled work week shall receive time and one-half for all hours so worked.

4.2      Employees not regularly scheduled to work on weekends as part of their normal work week shall be compensated as follows:

- A.      For work performed on Saturdays, at the rate of time and one-half.
- B.      For work performed on Sundays, at the rate of double time.
- C.      For work performed on Holidays, one and one-half and compensatory day.

4.3      Employees recalled on emergency work regardless of starting time shall receive a minimum guarantee of four (4) hours at the appropriate rate, provided, however, the Medical Center shall have the right to retain the employees for that period of time.

4.4      There shall be no compensatory time given in lieu of work that can be considered overtime.

4.5      Overtime worked shall be distributed as equitably and as equally as possible.

4.6      A record of overtime hours worked by each employee shall be accessible and made available to appropriate Association representatives at reasonable time.



4.7 Overtime shall be paid no later than the close of the pay period immediately following the pay period in which the overtime is worked.

4.8 Employees shall be notified at least two (2) days in advance of scheduled overtime.

4.9 Overtime work, except in emergency shall be voluntary. The Association will assume the responsibility to cover the necessary overtime.

ARTICLE V      MEAL PERIODS

5.1      All full time employees shall be granted a lunch period of sixty (60) minutes without pay, during each working shift. Whenever possible the lunch period shall be scheduled at the middle of each shift.

ARTICLE VI      HOLIDAYS

6.1      The following days shall be recognized as paid holidays:

- |                          |                                   |
|--------------------------|-----------------------------------|
| 1. New Year's Day        | 6. Labor Day                      |
| 2. Washington's Birthday | 7. Columbus Day                   |
| 3. Good Friday           | 8. Armistice Day                  |
| 4. Memorial Day          | 9. Thanksgiving Day               |
| 5. Independence Day      | 10. Christmas Day                 |
|                          | 11. Martin Luther King's Birthday |

6.2      Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.

6.3      Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

6.4      In addition to the holidays listed above and in the event any day is declared a Statewide legal holiday by State or Federal action, then that day shall be deemed a holiday by the employer. This shall not apply to days declared by the respective executive for State or Federal employees only.

6.5      In addition to the holidays listed above each employee of this unit shall be entitled to three (3) personal days to be taken off at the employee's option and convenience, provided such personal day shall have prior approval of his Department Head. Request for Personal Days should not be arbitrarily or capriciously denied.

ARTICLE VII        SICK AND BEREAVEMENT LEAVE

7.1 Sick Leave shall be defined as the absence of an Employee because of illness, exposure to contagious disease, attendance upon a member of his/her immediate family who is seriously ill and requires the care or attendance of such Employee, or death in his/her immediate family. For the purpose of this provision, immediate family shall be defined as parent, spouse, child, brother, sister, grandparent, grandchild, mother-in-law and father-in-law.

7.2 Permanent Employees shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of the first calendar year	1 working day for each month
Each calendar year thereafter	15 working days

Sick days not taken by employees in any year shall be accumulated from year to year. Those employees who retire at any time during the calendar year shall be entitled to full sick leave for that year.

7.3 All temporary employees shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of the first calendar year	1 working day for each month (not to exceed 10 working days)
Each calendar year thereafter	10 working days

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

7.5 Employees who have been absent due to illness may be required to be examined by the Employer's Health Service Physician before being permitted to return to duty. The Employer may require proof of illness.

7.6 Any absence due to death in the Employee's immediate family shall be limited to three consecutive days and must be taken within a reasonable time of the day of death or day of the funeral and may not be split or postponed. The Employer may require proof of death and relationship and date of death and funeral.

7.7 If an Employee resigns or is dismissed or laid off and has exceeded his/her allowable sick leave, the excess sick leave paid shall be deducted from any monies due him/her from the Employer at the time of resignation, layoff, or dismissal.

7.8 Disability Program: An employee who exhausts his sick leave bank will be entitled to compensation equal to two-thirds (2/3) of his/her pay to a maximum of \$100.00 for a period of up to twenty six (26) weeks in accordance with hospital policy. New hires are eligible after one year of employment. While on disability for a period of one month or longer, there is a pro-rata reduction for accumulation of vacation and sick time credit.

ARTICLE VIII      DISABILITY PROGRAM

8.1      Upon the execution of this agreement a disability program will be instituted wherein and whereby an employee who exhausts his sick leave bank will be entitled to compensation equal to two thirds of his pay to a maximum of \$100.00 for twenty-six (26) weeks.

8.2      The entire cost of this disability program shall be borne by the employer.

ARTICLE IX            INSURANCE

9.1            Hospitalization - Employees shall receive fully paid Blue Cross-Blue Shield with Rider "J" and Major Medical to cover themselves and their dependents.

9.2            Life Insurance - The employer will provide for Life Insurance in the amount of \$5,000.00 and Accidental Death and Dismemberment Insurance in the amount of \$5,000.00 for each employee.

9.3            Dental Plan - Effective January 1, 1980 the employer will enroll all eligible employees covered by this contract in a dental plan.

9.4            In the event that an Employee covered by this Agreement is ill and unable to contact his/her private physician, the Employee will be permitted to use either the Medical Center Emergency Room or Clinic, at the discretion of the Medical Center at no cost to the Employee or the Unit.

ARTICLE X      DRUG PLAN

10.1      As of January 1, 1982, employees covered by this Agreement and their spouse and dependent children, will be enrolled in a prescription plan by the Medical Center, at no cost to the employee or the bargaining unit, provided, however, that the plan will be a \$2.00 co-pay plan.



ARTICLE XI      MILITARY LEAVE

11.1      Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted as provided in Federal and State Laws, ordinances and resolutions.

ARTICLE XII      OTHER LEAVES OF ABSENCE

12.1      A leave of absence without pay, not to exceed six (6) months, may be granted to any permanent employee who has been employed for a period of ninety (90) days. Said leave may not be arbitrarily or unreasonably withheld.

12.2      A maximum of two (2) employees to be selected by the Association shall be entitled to time off for Association business. The amount of time off for such business shall not exceed a total of six (6) working days each per year. This leave must be sanctioned by the Association's President.

12.3      The President and Grievance Chairman of the Unit will be permitted to attend grievance hearings without loss of pay.

ARTICLE XIII      VACATION

13.1 All permanent employees of this unit shall be entitled to the following vacation time:

Up to the end of the 1st calendar year of service	1 working day for each month
1 to 5 years	15 working days each year
5 to 15 years	20 working days each year
15 years and over	25 working days each year

13.2 All temporary employees shall be entitled to the following vacation leave:

Up to the end of the 1st calendar year of service	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

13.3 Vacation time not granted by the appointing authorities shall accumulate for the next succeeding year only.

13.4 Skilled Craftsmen who resign, or are laid off, or retire may use all accumulated vacation leave prior to the effective date of lay-off or retirement or may receive cash payment upon retirement or lay-off for all accumulated unused vacation.

13.5 Employees covered by this Agreement shall be granted advance pay immediately prior to their vacation, provided that notice is given to the employee's Department Head at least one (1) month in advance.

ARTICLE XIV      LONGEVITY

14.1      Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	\$ 200.00
After ten (10) years of service	400.00
After fifteen (15) years of service	600.00
After twenty (20) years of service	800.00
After twenty-five years (25) years of service	1000.00

14.2      All increases due under this provision shall be and hereby are waived for the period January 1, 1983 through March 31, 1984. Longevity increases shall be resumed as of April 1, 1984.

ARTICLE XV      PENSIONS

15.1      Permanent employees shall receive pensions and retirement benefits pursuant to the provisions of State law and local ordinances.

ARTICLE XVI            DISCIPLINARY ACTION

16.1        A.    Disciplinary action or measures shall include the following:

1.    Oral reprimand
2.    Written reprimand
3.    Suspension
4.    Deferred sick leave payment
5.    Discharge

          B.    If the Medical Center has reason to reprimand an employee, it shall be done in a manner which will not embarrass the employee before any other employee, or with the public.

          C.    The Association shall be notified if an employee is to be suspended or discharged.

ARTICLE XVII          DISCHARGE

17.1          The employer shall not discharge any employee without just cause. Except where gross insubordination, or the health and safety of other employees may be involved, the employer shall give the Association five working days notice of the intention to discharge an employee. During such five days the two sides shall meet to try to resolve the case. If discharge takes place, the Association and the individuals will be given a written reason for discharge and the grievance procedure may be invoked.

17.2          The Association shall have the right to take up the discharge as a grievance at the third step of the grievance, and the matter shall be handled in accordance with this procedure, including arbitration.

ARTICLE XVIII      GRIEVANCE PROCEDURE

18.1      A.    Purpose:

1.    The purpose of the Grievance Procedure shall be to settle all grievances between the Medical Center and the Skilled Craftsmen as quickly as possible so as to insure efficiency and promote employees morale.

18.2      B.    Definition:

1.    A Grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement.

18.3      C.    Steps of the Grievance Procedure:

1.    A Grievance shall be processed as follows:

Step One

(a)    An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence of the Grievance by submitting in written form the matter to his immediate supervisor via his Skilled Craftsman representative. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the Grievance.

(b)    The immediate supervisor shall render an answer in writing within three (3) working days to the Skilled Craftsman.



Step Two:

(a) If the Grievance is not settled through Step One, it will be submitted in writing to the Associate Executive Director, or his designee, within five days of the date the answer at Step One was received or was to have been received.

(b) The Associate Executive Director or his designee shall answer such Grievance in writing with a copy to the Skilled Craftsman within five (5) working days of its submission.

Step Three:

(a) If the Grievance is not settled by Step Two, then the Skilled Craftsman shall have the right to submit such Grievance in writing to the Director of Personnel or his designee within seven (7) days of the date the answer at Step Two was received or was to have been received.

(b) A written answer to said Grievance shall be served upon the individual and the Skilled Craftsman representative within seven (7) working days after submission.

Step Four:

(a) If the Grievance is not settled by Step Three, the Union may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Personnel Director. An arbitrator shall be selected pursuant to the rules of P.E.R.C.

(b) However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision of the Personnel Director. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration, with the Union paying all arbitration costs incurred, if any.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the Grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally between the Medical Center and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties.

ARTICLE XIX SENIORITY

19.1 Seniority is defined as an employee's total length of service with the employer is his job classification, beginning with his date of hire, as defined under the provisions of the Civil Service Act.

19.2 In all cases of Vacation Schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.

ARTICLE XX      ASSOCIATION OF REPRESENTATIVES

20.1      The employer shall recognize and deal with those Association representatives chosen by the Association.

ARTICLE XXI      SAFETY AND HEALTH

21.1      Whenever practicable, the employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices needed, as determined by the Medical Center, in order to insure their safety and health.

21.2      UNIFORM ALLOWANCE

Each member of this bargaining unit will receive an annual payment of \$130.00 for maintenance and replacement of his uniforms. The Center reserves the right to furnish uniforms in lieu of annual payment.

ARTICLE XXII      EQUAL TREATMENT

22.1      The employer and Association agrees that there shall be no discrimination or favortism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities.

ARTICLE XXIII      BULLETIN BOARDS

23.1      Bulletin boards will be allowed by the employer in the shop area for the exclusive use of the Association for the purpose of posting Association announcements and other information of a non-controversial nature. The employer shall have the right to determine the location and size of the said bulletin board, but the entire cost shall be borne by the Association.

ARTICLE XXIV      CALL IN TIME

24.1      An employee who is requested to return to work during periods other than his regularly scheduled shift shall be paid the appropriate rate for such work and be guaranteed not less than four (4) hours, regardless of the number of hours actually worked.



ARTICLE XXV      SALARIES

25.1      There shall be no wage increase for the calendar year 1983.

25.2      Effective January 1, 1984, the base salary for all employees in the bargaining unit on the payroll prior to this date, shall be increased by four (4) percent.

25.3      Effective July 1, 1984, the base salary of all employees in the bargaining unit on the payroll prior to January 1, 1984, shall be increased by three (3) percent.

25.4      Effective January 1, 1985, the base salary of all employees in the bargaining unit on the payroll prior to this date, shall be increased by four (4) percent.

25.5      Effective July 1, 1985, the base salary of all employees in the bargaining unit on the payroll prior to January 1, 1985, shall be increased by three (3) percent.

ARTICLE XXVI      GENERAL PROVISIONS

26.1      Should any portion of this agreement be held unlawful and unenforcible by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE XXVII      TERMINAL LEAVE

27.1      Each member of this unit shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of one working day for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed to the employee.

27.2      After five years of service any member of this unit who retires shall be entitled to, as terminal leave, up to 50% of the daily rate of pay for each day of unused accumulated sick leave up to a maximum of 120 days (i.e., 60 days at full pay; 120 days at half pay) as legislation allows.

27.3      Employees shall retain all pension rights under the ordinances of the City of Jersey City and the laws of the State of New Jersey.

27.4      In the event an employee is eligible for retirement, but becomes deceased prior to such retirement, terminal leave benefits as set forth above shall be paid to the estate of the employee.

27.5      All payments due under this provision shall be and hereby are waived for the period January 1, 1983 through March 31, 1984. Payments due under this provision shall be resumed as of April 1, 1984.

ARTICLE XXVIII            MANAGEMENT RIGHTS

A.        The Medical Center hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights.

1.        To the executive management and administrative control of the Medical Center and its properties and facilities and the activities of its employees.

2.        To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote, transfer and schedule employees.

3.        To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B.        The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in the implementation thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Management shall have the right to institute technological improvements within the Hospital subject only to the limitations contained herein. Technological improvement is defined as a change in procedures, equipment, or method of operation which has the effect of increasing the efficiency of operation of the Hospital. In the event technological improvements are introduced, the Hospital will endeavor, so far as practicable, to institute these improvements in such a manner that there will be the least possible disruption of employee-employer relationships.

Should the Association feel that an injustice has been committed in such action, they may file a grievance under this Agreement. The sole issue for the arbitrator shall be, "Did the Institution act arbitrarily or capriciously in instituting the technological improvements".

C. The Association on behalf of the employees agrees to cooperate with the Medical Center to attain and maintain full efficiency and maximum patient care. The Medical Center agrees to receive and consider constructive suggestions submitted by the Association toward these objectives pursuant to any other clause herein included.

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppages, slowdown, walkout or other job action against the Medical Center. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the Medical Center to invoke any and all of the following alternatives:

1. Withdrawal of dues deduction privileges.
2. Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, only to the application of the Civil Service Law.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Medical Center.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Medical Center in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XXX      DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1983 and shall expire on December 31, 1985.



IN WITNESS WHEREOF, the parties hereto have caused these  
their duly authorized officers this

IN WITNESS WHEREOF, the parties hereto have caused these  
present to be signed by their duly authorized officers this  
day of \_\_\_\_\_ 1985.

JERSEY CITY MEDICAL CENTER,  
DEBTOR-IN-POSSESSION

Attest:

By: \_\_\_\_\_

\_\_\_\_\_

SKILLED CRAFTSMAN UNIT  
HUDSON COUNCIL #2  
NEW JERSEY CIVIL SERVICE  
ASSOCIATION

Attest:

By: \_\_\_\_\_

\_\_\_\_\_