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LABOR AGREEMENT

between

THE COUNTY OF BERGEN

(operating the Bergen Pines County Hospital)

and

COUNCIL 52, A. F. S. C. M. E. and LOCAL

(Council 52)

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Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

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PREAMBLE

This Agreement made this 1st day of MARCH 1978

by and between the County of Bergen (operating the Bergen Pines County Hospital in Paramus, New Jersey), with its principal office located at the County Administrative Building, Hackensack, New Jersey hereinafter referred to as the "Employer" and Council 52, American Federation of State, County and Municipal Employees, AFL-CIO, with its principal place of business located at One Foye Place, Jersey City, New Jersey, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences arising out of this Agreement and the establishment of rates of pay, hours of work and other terms and conditions of employment.

NOW, therefore, in consideration of the mutual promises, covenants and undertakings contained herein, it is hereby agreed by and between the parties as follows:

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining concerning wages, hours and terms and conditions of employment for all permanent full-time, and permanent part-time clerical employees with the following job titles:

Principal Medical Records Clerk
Senior Medical Records Clerk
Administrative Secretary (Hospital)
Bookkeeping Machine Operator
Clerk Bookkeeper (Typing)
Senior Account Clerk
Account Clerk
Clerk Typist (Payroll)
Principal Clerk (Typing)
Senior Clerk
Clerk
Senior Medical Stenographer
Medical Stenographer
Senior Clerk Transcriber
Clerk Transcriber
Principal Clerk Stenographer
Senior Clerk Stenographer
Clerk Stenographer
Senior Clerk Typist
Clerk Typist
Senior Key Punch Machine Operator
Senior Institutional Investigator
Health Insurance Benefits Clerk
Senior Cashier (Typing)
Cashier (Typing)
Receptionist (Typing)
Senior Telephone Operator
Telephone Operator
Mail Clerk
Mail Clerk (Typing)

Ward Clerk
Medical Records Clerk
Principal Account Clerk (Typing)
Hospital Credit Investigator
Medical Librarian
Hospital Credit Interviewer
Senior Admitting Clerk (Typing)
Admitting Clerk (Typing)

casual employees,
excluding therefrom seasonal employees, confidential employees, craft
and professional employees, managerial executives, police and supervisors
within the meaning of the Public Employment Relations Act (Chapter 303
of the Laws of 1968 as amended hereinafter referred to as "the Act"),
technical employees and blue collar employees.

ARTICLE II - PROBATIONARY PERIOD

All employees hired after the date of this Agreement shall be
probationary employees for a period of ninety (90) calendar days from the
date of commencement of work. During such period an employee shall
have no rights under this Agreement. Upon successful completion of the
probationary period an employee shall receive seniority credit retroactive
to the date of commencement of work.

All employees whose work commenced less than ninety (90) calendar
days prior to the signing of this Agreement shall be probationary
employees until they have completed ninety (90) calendar days from the
date of commencement of work.

ARTICLE III - UNION SECURITY

Section 1. Check off of Union Dues

(a) All employees covered by this Agreement may tender their membership dues to the Union by voluntarily signing the Authorization for Payroll Deduction of Union Dues Form provided by the Union. The authorization shall be valid until the same is canceled, in writing, and in any event the cancellation shall not take effect until July 1 subsequent to the date of the cancellation.

(b) The Employer agrees to deduct dues in the amount certified by the Union.

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

(d) The total of all such deductions, together with a list of employees from whom dues have been deducted, shall be remitted to the designated Financial Officer of Council 52, AFSCME, AFL-CIO, One Foye Place, Jersey City, New Jersey 07306, monthly, by the 15th of the month following deduction.

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

Section 2. Notification on New Employees

Upon successful completion of the probationary period the Employer agrees to submit to the Union Recording Secretary each month a list of new employees in the Unit covered by this Agreement, their job classification, home addresses.

Section 3. Bulletin Boards

The Hospital agrees to provide a 30" x 30" (or an equivalent) bulletin board for the exclusive use of the Union to post notices and other Union information at work locations. Material to be posted will include notice of Union meetings, notice concerning official Union business and notices covering social and recreational events. Copies of posted material will be given the Hospital. No material shall be posted which contains language which is defamatory of the Hospital, the County or its representatives and employees, or which is critical of or condemns the methods, policies or practices of the Hospital or the County or which constitutes election campaign material. Removal of material from such bulletin boards shall be done only by authorized Union representatives.

ARTICLE IV - HOURS OF WORK

Section 1. The Work Week

The work week shall consist of seven (7) consecutive days starting on Sunday at 12:01 a. m. and ending the following Saturday at 11:59 p. m.

Section 2. Regular Hours of Work

The number of regular hours of work for full-time employees will be forty (40). Part-time employees shall be defined as those regularly working twenty (20) or more hours but less than forty (40) hours per week. Per-diem employees shall be defined as those regularly working less than twenty (20) hours per week.

Section 3. The Work Day

The work day for full-time employees will consist of eight (8) consecutive hours exclusive of an interruption for a meal period. There shall be five (5) work days not necessarily consecutive in the work week. The regular starting and quitting time, the scheduling of the meal period and the rest periods will be established by the Employer. Changes in the regular starting and quitting time may be made by the Employer to meet its needs but will be announced by the Employer to the Union two weeks in advance. Changes in individual work schedules will not be made arbitrarily.

Section 4. Meal Period

Employees shall receive an unpaid meal period of thirty (30) minutes.

Section 5. Rest Periods

Employees will receive a fifteen (15) minute paid rest period

before and after the meal period. The rest periods wherever practical will be scheduled approximately two (2) hours after the starting time and two (2) hours before the quitting time.

Employees who work beyond their regular quitting time shall receive a fifteen (15) minute paid rest period before they begin overtime work whenever the overtime period in the opinion of the Employer is expected to exceed two (2) hours.

ARTICLE V - OVERTIME WORK

1. Overtime requested and authorized by the employee's supervisor shall be compensated for at time and one half the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours per work week.

2. For the purpose of computing overtime, the standard work week shall be 12:01 a.m. Sunday to 11:59 p.m. Saturday. Paid time off such as vacation, sick leave, holidays, personal days and jury duty shall be counted as hours worked in determining the number of hours an employee has worked in a given week.

3. The Hospital shall provide for an equitable distribution of overtime work, among qualified employees in a department.

ARTICLE VI - SENIORITY

Section 1. Definition

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

Section 2. Seniority Lists

Every three (3) months the Employer shall provide the Local Union Recording Secretary a seniority list. The seniority list will show the names, job titles and date of hire of all employees in the Unit entitled to seniority.

Section 3. Breaks in Continuous Service

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

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

Section 4. Exercise of Seniority Rights

Seniority rights for purposes of vacation, layoff and recall or promotional opportunities shall be measured within the Employer's individual administrative departments and not within the entire work force covered by this Agreement.

ARTICLE VII - WORK FORCE CHANGES

Section 1. Notice of Promotional Opportunities

(a) The term "promotion" means the advancement of an employee to a higher paying position within the bargaining unit.

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

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

Section 2. Permanent Promotions

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

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Section 2. Permanent Promotions

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

Section 3. Temporary Job Openings

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

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

(c) Employees temporarily assigned by an Employer's supervisor to any job opening for one (1) week or longer shall be paid the rate established for the job, or their own wage rate, whichever is higher. Employees temporarily assigned to a job opening having a lower wage rate than their own shall not be subject to any wage reduction.

Section 4. Demotions

(a) The term demotion, as used herein, means the re-assignment not requested by the employee, of an employee from a position in one job

classification to a lower paying position in the same job classification or in another job classification.

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

Section 5. Layoff

(a) In the event the Employer plans to lay off employees within a job classification for any reason, the Employer shall meet with the Union to discuss but not to negotiate such anticipated layoff at least thirty (30) calendar days prior to date such action is to be taken.

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

2. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority. In such instances, the Employer reserves the right to reassign employees.

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

(d) Permanent employees to be laid off will have at least forty-five (45) calendar days' notice of layoff.

(e) Any employee, having been notified of a layoff (or the Union acting on behalf of one or more such employees) may discuss the matter with the Personnel Officer if he believes an inequity exists with respect

to an employee with less seniority who has not been laid off because he is in a different, but similar job classification of equal or lower rank. The Employer agrees to meet with the employee or the Union to review such claimed inequity and to notify the employee (or the Union) promptly of its decision. If the decision does not satisfy the employee, he may file a grievance at Step 3.

Section 6. Recall

(a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the Union and to the employee at his last known address by Registered Mail. If any employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case less than one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.

(b) No new employees shall be hired until all employees on layoff status desiring to return to work have been given notice of recall.

Section 7. Consolidation or Elimination of Jobs

(a) It is understood and agreed that the Employer will notify the Union immediately in writing, of any decisions involving a change in its facilities or operations when such decision involves a change of assign-

ment or work conditions of employees covered under this Agreement. It is the agreed intent that changes here referred to include partial or total closure or termination of any facilities or operations, a consolidation or a partial or total relocation or removal of any facilities or operations. Nothing contained in this Agreement shall be construed as a limitation upon the Employer's right to consolidate or eliminate jobs.

(b) Employees displaced by the elimination of jobs through job consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to another job for which they qualify within the administrative department to which they are assigned.

Section 8. Transfers

(a) Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

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

(c) Employees requesting transfers because of the elimination of

their job shall be transferred to the same job or any other job of an equal classification within the administrative department to which they are assigned on the basis of qualification and seniority, as soon as vacancies exist.

(d) Where an employee is subject to an involuntary transfer or relocation from one administrative department to another administrative department, the Employer shall give written notice of such transfer or relocation to the employee as soon as possible, with a copy furnished to the Union.

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

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

Section 9. Work Force Definitions

Temporary Civil Service Appointment - Employment during a period of emergency or for any interim period: providing the position with an announced and definitive effective and termination date.

Provisional Civil Service Appointment - The appointment of an

individual to a specific vacancy pending the regular appointment of an eligible candidate from either a special re-employment, regular re-employment or employment list.

Permanent Civil Service Appointment - A defined appointment for an individual who has acquired civil service permanent status by testing or waiver in a position, after satisfactory completion of a Work-Test-Period.

Probationary Civil Service Appointment - Defined as a Work-Test-Period, which consists of a trial session (a period of three (3) months not to be extended) during which time the performance and conduct of the appointee is evaluated to determine if he shall merit a permanent status.

ARTICLE VIII - HOLIDAYS

Section 1. Holidays Recognized and Observed

(a) The following days shall be recognized and observed as paid holidays for all full time employees:

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

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

Section 2. Eligibility

(a) Employees shall be entitled to the holiday benefits provided in Section 1 hereinabove, as the recognized holidays accrue during the calendar year.

(b) Employees regularly scheduled to work less than forty (40) hours per week shall receive the same holiday benefit as any full-time employee, except that the number of holidays shall be pro-rated in the same manner as the number of hours they work is to forty (40) hours.

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

(d) An employee who calls in sick on the day immediately preceding or following a holiday shall be required in such cases to bring or

mail a doctor's certificate to the payroll office within five (5) days of the notification or he shall not be eligible for either sick pay or holiday pay.

Section 3. Holiday Pay for Off-Duty Employees

(a) Employees who are authorized to be off duty on a holiday shall receive credit for that day in the pay period in which the holiday falls, and at their regular salary rate.

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

(a) If an employee works on a recognized holiday, the employee shall receive holiday credit as set forth in Section 3, above. In addition, the employee shall receive pay at the regular salary rate, plus 50¢ per hour differential for any hours actually worked.

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

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

(d) Any accrued holiday time which exceeds twenty-four (24) hours

shall be automatically converted to cash payment by the Hospital.

Section 5. Holiday Hours for Overtime Purposes

For the purpose of computing overtime, paid holiday time shall be counted as hours worked.

Section 6. Religious Holidays

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

ARTICLE IX - VACATIONS

Section 1. Choice of Vacation Period

(a) When feasible, vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation. Within thirty (30) calendar days after the employer notifies the employees of their vacation benefits the employees shall notify the employer, in writing, of their preferred vacation period. If the employees do not give such notice then seniority rights with respect to vacations for a calendar year shall be deemed waived.

(b) At the end of any calendar year, maximum accumulated vacation is the amount earned during that year, plus the amount earned

in the preceding year. Unless used within that period, any excess is forfeited.

Section 2. Holiday During Vacation Periods

If a holiday occurs during any paid vacation period, credit shall be given for that holiday. Such situation shall not automatically extend the employee's vacation period, but the employee may include such holiday time in his request for paid leave.

Section 3. Vacation Rights in Case of Layoff or Separation

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

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

Section 4. Vacation Schedule

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

<u>Length of Service</u>	<u>Vacation Due</u>
Less than six (6) months	None
Six (6) months to twelve (12) months	One (1) eight (8) hour work day per month, retroactive to date of hire.
After one (1) year	Fifteen (15) eight (8) hour work days
After six (6) years	Twenty (20) eight (8) hour work days.

Section 5

Part-time employees shall receive pro-rated vacation benefits in the same ratio as the number of hours they are regularly scheduled to work is to forty (40) hours.

ARTICLE X - LEAVES OF ABSENCE

Section 1. Eligibility Requirements

Permanent employees shall be eligible for leaves of absence after six (6) months' service with the Employer. Granting of leaves of absence is in the discretion of the Employer.

Section 2. Application for Leave of Absence Without Pay

(a) Any request for a leave of absence shall be submitted in advance in writing, by the employee to his immediate supervisor. The request shall indicate the starting date of the leave of absence, the length of time being requested, and the reason therefor.

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

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

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

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

(f) Any employee on unpaid leave of absence shall not accrue sick vacation or holiday leave during such period.

(g) Requests for leaves of absence must be approved in writing by the Executive Director or his designee.

ARTICLE XI - PAID LEAVES

Section 1. Funeral Leave

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

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

(c) The Employer reserves the right to require proof of death as a condition of the granting of a benefit pursuant to this Article.

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

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

from the Employer.

Section 2. Jury Duty

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

During the period of jury duty, the employee shall report for work at the Hospital any days on which he is excused from jury service, except when those days are regularly scheduled days off for the employee, or when the employee has received permission to be off without pay.

Section 3. Civil Service Examinations

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

Section 4. Personal Leave

Employees who have completed ninety (90) days of full time employment at the Hospital shall be entitled to one (1) personal leave day per year, non-cumulative to be used whenever needed. Arrangements for such leave must be made by the employee at least one (1) week in

advance, except in case of emergency. Personal leave shall be granted with full pay and may be taken in half-day periods.

Section 5. Military Service Leave

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

Section 6. Maternity Leave

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

Section 7. Union Leave

Members of the Union who are elected or designated by the Union to attend any meeting or education conferences of the Union or other body to which it is affiliated, shall be granted the necessary time off without loss of pay, provided that notification is given to the Hospital in writing by the Union at least two (2) weeks in advance, and also provided that such requests are not in excess of twenty (20) work days per year for all members. The Union may save union leave as defined and limited above, from the first year of this Agreement for use in the following year. The request shall be answered within (5) working days.

ARTICLE XII - LEAVES FOR ILLNESS & INJURY

Section 1. Sick Leave May be Granted for:

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

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

(c) Up to three (3) hours will be allowed for an employee to visit a doctor or dentist if the doctor or dentist regular office hours conflict with the employee's regular hours of work. Such leave is subject to the employee producing proof of the conflict to the satisfaction of the employer.

Section 2. Exclusions

(a) Visiting a doctor or dentist, except when such visit takes place during a period of disabling illness or injury.

(b) Taking a family member to visit a doctor or dentist.

(c) Eye examinations or having glasses made.

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

Section 3. Eligibility Requirements

(a) The Employer shall be notified of absence in advance of the employee's scheduled reporting time. Failure to do so means automatic

disqualification from sick pay.

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

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

Section 4. Allowance

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

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

(c) Employees shall be eligible for sick leave after completion of the probationary period.

Section 5. Accumulation

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

Section 6. Service-Connected Injury

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

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

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

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

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

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

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

ARTICLE XIII - MEDICINES

Section 1. Prescriptions Ordered by Hospital Physicians

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

Section 2. Other Medications

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

Section 3. Major Medical Insurance

Under the terms of the Major Medical Insurance coverage pro-

vided by the Employer at its expense, the cost of medications for the employee or his eligible family is considered an eligible expense, and under the terms of the coverage, is reimbursable after any applicable deductible at 80% of actual cost.

ARTICLE XIV - HEALTH INSURANCE

Section 1. Blue Cross, Blue Shield, Major Medical

(a) Employees shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical health insurance coverage for themselves and their eligible dependents. This benefit shall be available for all employees covered by this Agreement, provided that they are regularly scheduled to work twenty (20) hours per week or more, and it shall become effective after three (3) months of Hospital employment. Employees working less than twenty (20) hours per week shall not be entitled to such benefit.

(b) The Employer shall also extend the above insurance coverages to all retired employees and their eligible dependents, at its expense, provided the employee has twenty-five (25) years or more of service with the Employer, and is retired in the Public Employees' Retirement System and further provided that the employee was employed by the Employer prior to the effective date hereof. 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 shall continue to be covered for a minimum period of one month following his last date of payment, after which he shall be offered opportunity to continue his coverage at his own expense, through the Hospital group.

(e) Any insured employee who resigns or is terminated for any reason other than retirement or death, shall continue to be covered for a minimum period of one (1) month following his last date of payment, after which he shall have the opportunity to continue his coverage at his own expense, on a direct basis.

Section 2, Life Insurance

The Employer will provide, at its expense, life insurance to all employees who are members of the New Jersey Public Employees' Retirement System, in the amount of one-and-one half (1 1/2) times the employee's annual salary.

ARTICLE XIV-A - ANNUAL PHYSICAL EXAMINATION

All employees must take an annual physical examination at a date and time scheduled by the employer. The cost of the examination shall be the obligation of the employer.

ARTICLE XV - TERMINAL LEAVE

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 - Lump-sum payment of one-half (1/2) of the employee's earned and unused accumulated sick leave, calculated at the average rate of pay earned during the year of his employment immediately preceding the effective date of retirement, provided that such payment shall not exceed \$12,000.

Option 2 - One (1) day of pay for each full year of service with the Employer.

ARTICLE XVI - CONTINUATION OF

HEALTH & WELFARE BENEFITS & RULES

Health and welfare benefits presently in effect for all the employees covered by this Agreement which have been uniformly recognized or granted by the Employer will remain in effect for the term of this Agreement or a renewal thereof unless the same have been expressly abridged in writing by this Agreement.

All Employer rules and regulations, presently in effect, directly concerning terms and conditions of employment which were in effect at the signing of this Agreement and which were uniformly applied, will continue in effect.

ARTICLE XVII - GENERAL PROVISIONS

Section 1. Discrimination and Coercion

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, union membership, union activity or political affiliation.

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

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

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

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

1. Official Union notices, as defined in this Agreement, may

be posted on designated bulletin boards provided by the Employer for exclusive use by the Union, under terms of this Agreement.

2. Officials communications authorized by the Local Union or its officers shall be transmitted to the Employer's Personnel Officer.

3. Discussion concerning the enforcement of any provisions of this Agreement may be held with the Employer Personnel Officer or his representative, but this is not intended to include discussion of such matters with Department Heads, Supervisors or other employees.

4. International and Council Representatives may confer with employee representatives after notification to the Personnel Officer or his designee.

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

Section 3. Work Rules

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

mandatory negotiations are negotiable.

(b) Employees shall comply with all existing employer rules that are not in conflict with the terms of this Agreement. The rules will be uniformly applied and uniformly enforced.

(c) An unresolved complaint as to the reasonableness of either any new or existing rule, or any complaint involving discrimination in the application of new or existing rules which rules directly affect conditions of employment which are the subject of mandatory negotiation shall be resolved through the grievance procedure.

Section 4. Joint Safety Committee

The Employer and the Union will establish a Joint Safety Committee consisting of 3 persons named by each party. The Committee shall make recommendations to the Employer concerning conditions which are hazardous to the employee's health. The Committee may review accident reports and receive and evaluate complaints involving the safety of the working conditions. The Committee shall meet as required to reasonably carry out the provisions of this provision. When meetings are held during the regular working hours there shall be no loss of pay for the employees. When meetings are held after regular working hours there shall be no compensation due to the employees.

Section 5. Part-time Employees Benefits

Part-time employees, those employed on a regular basis for

twenty (20) or more but less than forty (40) hours per week, shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement, but on a pro-rated basis except, such employees shall receive the same hospitalization and medical insurance benefits as are granted full-time employees.

Section 6. Per-Diem Employees Benefits

Per-diem employees, those employees regularly scheduled to work less than twenty (20) hours per work week shall receive no fringe benefits. The practice of the Employer in this regard is unchanged.

Section 7. Disabled Employees

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

Section 8. Membership Packets

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

Section 9. Union Privileges

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

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

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

(c) The Union shall be allowed to conduct normal business meetings but not organizational meetings on Hospital property, provided that space is available, and requests are made and approved in advance of the proposed date of use, and that liability for damages, care and maintenance and any costs attendant thereto shall be borne by the Union.

ARTICLE XVIII - SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure

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

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

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

interference, coercion, discrimination or reprisal.

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

(e) If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance through all steps of this grievance procedure provided that group grievances shall not amend, modify or delete any provision of this Contract.

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

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

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

(i) The term immediate supervisor is hereby defined as the representative of the Employer who is directly responsible for supervising the employee and who has been designated by the Employer to deal with grievances at the Step 1 level.

(j) The term working days as used in this Article shall not include Saturdays, Sundays and holidays recognized by this Agreement.

(k) The time limitations set forth in this Article may be waived by mutual consent.

Section 2. Procedure

A grievance is hereby defined as a dispute between the parties or between the Employer and an employee concerning the application or interpretation of this Agreement. Grievances shall be settled in the following manner:

Step 1. An employee who has a grievance shall within five (5) working days of the time the grievance occurred notify the immediate supervisor of the grievance. Grievances which are not taken within the five (5) working days shall be conclusively deemed waived. The grievant and the immediate supervisor shall meet and attempt to resolve the grievance at the earliest mutually convenient time and place. The meeting shall occur within five (5) working days of the notification. The employee has the right to the presence of a Union departmental steward during the Step 1 attempt to resolve the grievance. A reply to the

grievance at Step 1 may be oral and shall be given within two (2) working days of the meeting between the immediate supervisor, the Union representative and the employee. If no reply is given the grievance shall be deemed unresolved and the employee or the Union may proceed to Step 2 of the grievance procedure. If the employee or Union does not proceed to Step 2 within ten (10) working days of the failure to resolve the grievance, then further grievance proceedings shall be conclusively deemed waived.

Step 2. In the event a grievance has not been resolved at Step 1, then the employee or the departmental steward shall present a grievance in writing to the Employer's department head within ten (10) working days of the failure to resolve the grievance at Step 1. Within five (5) working days a meeting will be held at a mutually convenient time and place between the employee and the departmental head. The employee has the right to be represented by the departmental steward at such meetings. A written decision will be made by the department head and given to the employee and the departmental steward within five (5) working days of the meeting. In the event that the grievance was not resolved or the department head does not reply within the required time, then the employee or the Union may proceed to Step 3 as set forth hereinbelow. If the employee or the Union do not proceed to Step 3 within ten (10) working days of either the failure to resolve the grievance or the failure to department head to reply then further grievance proceedings will be deemed conclusively waived.

Step 3. In the event a grievance has not been resolved at Step 2 the employee or the Union shall present a grievance in writing to the Employer's Personnel Officer or his designee within ten (10) working days of the failure to resolve the grievance. Within five (5) working days a hearing will be held at a mutually convenient time and place between the employee, the departmental steward and the Personnel Officer or his designee. The employee shall also have the right to be represented by a member of the Union grievance committee. Both parties may seek the aid of counsel to assist them in reaching a resolution. A written reply shall be given to the employee and the Union within five (5) working days of the hearing.

Step 4. ARBITRATION

In the event a grievance has not been resolved at Step 3 the Union, but not the employee, may within thirty (30) calendar days, submit the grievance to arbitration by filing a request for arbitration with the New Jersey Public Employment Relations Commission. Failure to so submit the grievance shall be deemed a conclusive waiver of the right to arbitration. An arbitrator shall be selected pursuant to the Rules and Regulations of the Commission. The arbitrator shall have no power to add to or detract from or to change the terms of this Agreement in any way and the arbitrator shall be limited to consideration only of the terms of the Agreement. The decision of the arbitrator shall be final and binding upon the parties. The parties shall cooperate to schedule a prompt hearing. The expenses of arbitration shall be shared equally by the parties.

Section 3. Matters Relevant to the Grievance Procedure

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

(b) The Union reserves the right to have non-employee Union representatives at Step 3 of the grievance procedure and thereafter.

(b) The Union reserves the right to have non-employee Union representatives at Step 3 of the grievance procedure and thereafter.

(c) The departmental steward may, upon obtaining approval from his immediate supervisor, investigate already-formalized grievances during working hours without loss of pay, provided that the time spent for such investigation shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied but shall be subject to the needs of the Employer.

A formalized grievance is defined as one which has been initiated by the filing of a grievance at any step of the grievance procedure. A grievance committee member who is investigating an already formalized grievance at any step shall notify the supervisor in the work area where the grievance allegedly occurred of his intention to investigate a grievance and shall request the permission of the supervisor to proceed. Approval of the request will not be unreasonably denied. Both parties recognize that patient care shall not be disrupted for the purpose of grievance investigation.

Section 4. Grievance Committee and Stewards

(a) The names of the representatives of the Local Union who have authority to represent the employees in grievance proceedings shall be certified in writing to the Employer by the Local Union.

(b) The representatives shall, when situations warrant, be free to bring to the immediate attention of the Employer's Personnel Officer conditions which may be a threat to the normal operating conditions of the Hospital.

ARTICLE XIX - LABOR-MANAGEMENT MEETINGS

Labor-Management Meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Employer may be arranged by mutual agreement between the Local President and the Hospital Executive Director or his designee. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made in advance, including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be presented at the time the conference is requested, and matters taken up at the conference shall be limited to those included in the agenda. The members of the Union attending such conferences shall not lose time or pay for time so spent, nor for up to one-half (1/2) hour spent in meeting together preceding such a conference. If requested by either party, an answer will be sent in seven (7) working days.

ARTICLE XX - COMPENSATION FOR HOURS WORKED

Section 1. Hourly Rate of Pay

(a) Each job title shall have both a minimum and a maximum hourly rate of pay as set forth in Appendix "A" annexed hereto and made a part hereof. No employee shall be paid less than the minimum nor more than the maximum hourly rate of pay.

(b) The hourly rate of pay received by an employee shall be known as the regular rate of pay. The regular rate of pay shall be paid for all hours worked except when a premium rate of pay is expressly provided for by this Agreement.

(c) It is the intention of the parties that the 1977 minimum and maximum hourly rates of pay be increased by 30¢ per hour effective January 1, 1978 and 30¢ per hour effective January 1, 1979. The minimum hourly rate of pay shall be unchanged during 1980. The maximum hourly rate of pay shall be increased by 35¢ per hour effective January 1, 1980.

(d) Employees covered by this Agreement who were on the Employer's payroll on the day prior to the execution of the Agreement shall receive an increase of 30¢ per hour in their regular hourly rate of pay retroactive to January 1, 1978 for employees hired prior to December 31, 1977 and retroactive to the date of hire in 1978 for employees hired between January 1, 1978 and the date of execution of this Agreement.

(e) Employees on the Employer's payroll on December 31, 1978

shall receive an increase of 30¢ per hour in their regular hourly rate of pay effective on January 1, 1979.

(f) Employees hired during 1978 or earlier will receive an increase of 35¢ per hour in their regular hourly rate of pay effective January 1, 1980. Employees hired during 1979 will receive an increase of 35¢ per hour in their regular hourly rate of pay effective on their anniversary date of hire in the calendar year 1980.

Section 2. Shift Differential

Employees who are in continuous service operations will receive in addition to their regular hourly rate of pay, the same shift differential previously paid by the Employer as set forth in Appendix B. There shall be no compounding of the regular hourly rate of pay and the shift differential when computing overtime pay.

Section 3. Promotional Increases

As it relates to a promotion, hereinafter defined as movement to a classification with advanced skills, the employee will receive a minimum increase of \$260.00 per annum. The Employer may provide an increase in excess of \$260.00.

Section 4. Holiday Differential

Employees who work on holidays recognized in Article VIII shall receive in addition to the regular hourly rate of pay an hourly differential of 50¢ for all hours worked on holidays. There shall be no compounding.

Section 4. Manner of Payment

Employees shall be paid by check on alternate Fridays. So far as practical the check shall include the correct amount payable to the employee for work performed through the pay period ending the Saturday before the pay date. If the pay date falls on a recognized holiday the checks shall be distributed the preceding day. Employees who are not scheduled to work on a pay day may receive their pay checks at 8:30 a.m. provided the approval of the Employer's Payroll office is obtained. Employees who are on duty will have their pay checks distributed at 11:00 a.m. or thereafter. Employees who work the evening or night shift may obtain their pay checks at 11:00 p.m. on the evening before the pay day. Except as stated above, no pay checks shall be issued in advance of the pay day, regardless of regular days off, vacations or other absences. Employees who resign their positions shall be paid all compensation due, if any, as soon as practical following the effective date of resignation.

ARTICLE XXI - LONGEVITY SERVICE PAY

Each full-time employee shall receive longevity service pay, as set forth herein below, starting with the sixth (6th) anniversary date of the commencement of work provided the period of employment has been continuous and uninterrupted. Longevity service pay shall be a lump-sum

payment which shall be paid at the occasion of the anniversary date and which shall not be included in the regular rate of pay.

<u>Date Longevity Service Payment</u>	<u>Amount of Longevity Service Pay</u>
<u>Due:</u>	
6th through 8th anniversary dates	\$100.00
9th through 13th anniversary dates	\$200.00
14th through 18th anniversary dates	\$400.00
19th anniversary date and thereafter	\$600.00.

Part-time employees who work twenty (20) hours or more per week shall receive a proportionate longevity payment in the same ratio as the number of hours per week worked has to forty (40) hours.

Employees who work less than twenty (20) hours per week shall not receive longevity service pay regardless of length of service or regardless of whether more than twenty (20) hours per week were worked in prior years.

ARTICLE XXII - NON-DISCRIMINATION

The Employer and the Union agree to continue their practice of not discriminating against any employee because of race, color, creed, national origin, age, sex, marital status or liability for services in the the Armed Forces of the United States, membership in the Union or non-membership in the Union.

ARTICLE XXIII - DISCIPLINE & DISCHARGE

Section 1. Exercise of Rights

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

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

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

An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the imposition of the charges, or more than ninety (90) days after the Employer learns of a punishable act, or identified the responsible person. A grievance filed as a result of

suspension or termination may be initiated at the third step of the grievance procedure.

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

ARTICLE XXIV - MANAGEMENT RIGHTS

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

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

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

1. The types of health care service to be provided by the Employer, and the planning, direction and control of all operations.
2. The size and location of the Hospital, the numbers of specific units and changes therein.
3. The means of providing health care services consistent with the requirements of law, equality standards of care, the practice of the medical staff, and the welfare of patients.
4. Implementation of any program or technological change, and introduction of new or improved methods, programs or facilities, whether or not the same cause an enlargement or a reduction in the working force or department, function or division.
5. The safety of patients and employees, and the protection of property.
6. The size of the work force and the assignment of or transfer of employees to other departments or shifts as operations may require.
7. Determination of charges for services and other relationships between patients and the administration or Board of Managers of the Hospital.
8. Suspension or elimination, and addition, reorganization, or expansion of services, with any consequent reduction or other change in the work force.

9. Selection of qualified employees for hire, scheduling, promotion, demotion, laying off, transfer, discipline and discharge for cause.

10. Maintenance of facilities or services, including performance standards, required by licensure, accreditation or the Employer's standards of patient care.

11. The appointment and conduct of such technical, operational or professional advisory personnel and committees as are required for the information of the Board of Managers and its administration, or to meet the requirements of licensure, accreditation or other obligations.

12. The designation of supervisory employees as agents of Hospital management and the delegation of authority to them.

13. The right to promulgate and enforce reasonable rules and regulations. It is agreed that when the employer, in the exercise of any managerial right, makes new rules or modifies existing rules governing working conditions, such action is negotiable and subject to the grievance procedure.

ARTICLE XXV - NO STRIKE, NO LOCKOUT

During the term of this Agreement or any automatic renewal and notwithstanding any change in the statutes of the State of New Jersey and

case law of the courts of the State of New Jersey as it existed on the date of this Agreement, the Union and the employees shall not engage in any strike, sympathy strike or sympathy job action, slowdown, work stoppage or similar type of concerted action. The sole method for resolving any disputes or disagreements arising out of this Agreement shall be the grievance and arbitration procedure.

In the event of an unauthorized strike, sympathy strike, sympathy job action, slowdown, work stoppage or similar type of concerted action by the employees, then the Union will make its best efforts to persuade the employees to return to work.

The employer agrees that it will not lock out the employees during the term of this Agreement or a renewal thereof.

ARTICLE XXVI - TERM OF AGREEMENT & RENEWAL

The term of this Agreement shall be from 12:01 a.m., January 1, 1978 until 11:59 p.m., December 31, 1980. It shall be effective upon the signing by both parties and have retroactive effect to January 1, 1978.

This Agreement shall automatically be renewed for a period of one (1) additional year and from year to year thereafter until such time as at least one hundred twenty (120) days prior to the expiration date either party gives written notice to the other party of its intention to terminate, modify or change this Agreement through collective bargaining.

During any period of collective bargaining subsequent to the termination of this Agreement the provisions of this Agreement shall remain in effect until a new-agreement-is-reached.

ARTICLE XXVII - CONSTRUCTION & INTERPRETATION

Whenever required for a clear and logical interpretation of this Agreement the singular form of words shall be construed to include the plural and the plural shall include the singular and the masculine form of words shall be construed to include feminine forms of words and feminine forms of words shall include the masculine form.

Nothing contained in this Agreement shall be construed to limit the right of the Employer to communicate with its employees or with the Union's right to communicate with its members except that such communication shall not interfere with patient care.

ARTICLE XXVIII - SAVINGS PROVISION

In the event any article or section of this Agreement is determined by a court of competent jurisdiction to be illegal, unenforceable or null and void then such decision shall apply only to the specific article or section so determined by the court. Upon such event the parties shall meet promptly to renegotiate the article or section determined to be illegal, unenforceable, or null and void.

ARTICLE XXIX - TOTAL AGREEMENT

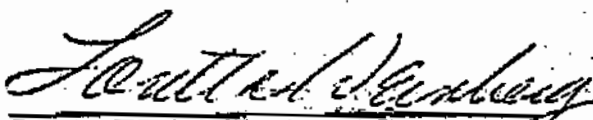
This Agreement constitutes the sole and entire Agreement between the parties with respect to all terms and conditions of employment. It may not be amended, modified, waived, extended or otherwise revised except by agreement in writing executed by the parties. Both parties acknowledge that during the negotiations prior to the execution of this Agreement they had full opportunity to negotiate all issues and make proposals concerning the same. There is no obligation on either party during the term of this Agreement to bargain collectively with respect to any issue whether or not included in this Agreement.


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

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

ATTEST:

COUNTY OF BERGEN


LORETTA WEINBERG
Clerk to the Board of
Chosen Freeholders


by JEREMIAH F. CONNOR *Louis Malab*
Freeholder Director Deputy
Bergen County Board of
Chosen Freeholders

ATTEST:

NEW JERSEY COUNCIL 52
and LOCAL
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES


by VINCENT GRIESE

LOCAL


by BEATRICE MORGAN
President (Interim)

APPENDIX A

	<u>TITLE</u>	<u>1978 hrly. rate</u>		<u>1979 hrly. rate</u>		<u>1980 hrly. rate</u>	
		<u>of pay</u>		<u>of pay</u>		<u>of pay</u>	
		<u>min.</u>	<u>max.</u>	<u>min.</u>	<u>max.</u>	<u>min.</u>	<u>max.</u>
1.	Principal Medical Records Clerk	3.20	5.6602	3.50	5.9602	3.50	6,3102
2.	Senior Medical Records Clerk	3.075	5.5195	3.375	5.8195	3.375	6.1695
3.	Administrative Secretary (Hospital)	4.40	7.8550	4.70	8.155	4.70	8.505
4.	Bookkeeping Machine Operator	3.20	5.6602	3.50	5.9602	3.50	6.3102
5.	Clerk Bookkeeper (Typing)	3.075	5.5195	3.375	5.8195	3.375	6.1695
6.	Senior Account Clerk	3.475	6.2215	3.775	6.5215	3.775	6.8715
7.	Account Clerk	3.075	5.5195	3.375	5,8195	3.375	6.1695
8.	Clerk Typist (Payroll)	3.325	5.8012	3.625	6.1012	3.625	6.4512
9.	Principal Clerk (Typing)	4.125	7.25	4.425	7.55	4.425	7.90
10.	Senior Clerk	3.20	5.6602	3.50	5.9602	3.50	6.3102
11.	Clerk	3.00	5.2090	3.30	5.5090	3.30	5.8590
12.	Senior Medical Stenographer	4.00	7.0623	4.30	7.3623	4.30	7.7123
	Medical Stenographer	3.475	6.2215	3.775	6.5215	3.775	6.8715
14.	Senior Clerk Transcriber	3.475	6.2215	3.775	6.5215	3.775	6.8715
15.	Clerk Transcriber	3.20	5.6636	3.50	5.9636	3.50	6.3136
16.	Principal Clerk Stenographer	4.125	7.25	4.425	7.55	4.425	7.90
17.	Senior Clerk Stenographer	3.725	6.5032	4.025	6.8032	4.025	7.1532
18.	Clerk Stenographer	3.325	5.8012	3.625	6.1012	3.625	6.4512
19.	Senior Clerk Typist	3.475	6.2215	3.775	6.5215	3.775	6.8715
20.	Clerk Typist	3.075	5.5195	3.375	5,8195	3.375	6.1695
21.	Senior Key Punch Machine Operator	3.475	6.2215	3.775	6,5215	3.775	6.8715
22.	Senior Institutional Investigator	3.475	6.2215	3.775	6.5215	3.775	6.8715
23.	Health Insurance Benefits Clerk	3.875	6.673	4.175	6.973	4.175	7.323
24.	Senior Cashier (Typing)	3.875	6.673	4.175	6.973	4.175	7.323
25.	Cashier (Typing)	3.475	6.2215	3.775	6.5215	3.775	6.8715
26.	Receptionist (Typing)	3.075	5.5195	3.375	5.8195	3.375	6.1695
27.	Senior Telephone Operator	3.60	6.3627	3.90	6.6627	3.90	7.01
	Telephone Operator	3.20	5.6602	3.50	5.9602	3.50	6.31
29.	Mail Clerk	3.20	5.9085	3.50	6.1085	3.50	6.45
30.	Mail Clerk (Typing)	3.20	5.6602	3.50	5,9602	3.50	6.31
31.	Ward Clerk	3.00	5.3599	3.30	5.6599	3.30	6.00
32.	Medical Records Clerk	3.00	5.3782	3.30	5.6782	3.30	6.02

APPENDIX A - CONTINUED

<u>TITLE</u>	<u>1978 Hrly. rate</u>		<u>1979 Hrly. rate</u>		<u>1980 Hrly. rate</u>	
	<u>of pay</u>		<u>of pay</u>		<u>of pay</u>	
	<u>min.</u>	<u>max.</u>	<u>min.</u>	<u>max.</u>	<u>min.</u>	<u>max.</u>
33. Principal Account	4.125	7.25	4.425	7.55	4.425	7.90
34. Clerk (Typing)						
35. Hospital Credit						
Investigator	3.20	5.8035	3.50	6.1085	3.50	6.4585
36. Medical Librarian	3.325	5.8312	3.625	6.1312	3.625	6.4812
37. Hospital Credit	3.20	5.6602	3.50	5.9602	3.50	6.3102
Interviewer						
38. Senior Admitting	3.60	6.4193	3.90	6.7193	3.90	7.0693
Clerk (Typing)						
39. Admitting Clerk	3.325	5.9851	3.625	6.2851	3.625	6.6351
(Typing)						

APPENDIX B

<u>TITLE</u>	<u>SHIFT DIFFERENTIAL (¢ PER HOUR)</u>
1. Clerk	35
2. Clerk/Typist	35
3. Clerk Transcriber	35
4. Key Punch Machine Operator	35
5. Receptionist/Typist	35
6. Telephone Operator	35
7. Mail Clerk	35
8. Ward Clerk	35
9. Admitting Clerk/Typist	41
10. Sr. Admitting Clerk/Typist	47
11. Cashier/Typist	47

Board of Chosen Freeholders

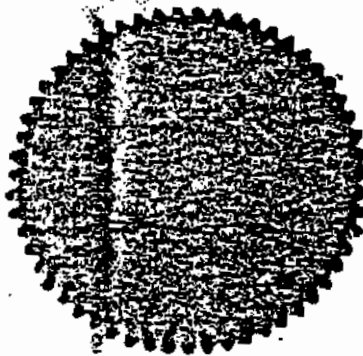
County of Bergen, Hackensack, New Jersey

This is to certify that the attached RESOLUTION, consisting of 1 page (s).

is a true copy of a Resolution adopted by the BOARD OF CHOSEN FREEHOLDERS OF

THE COUNTY OF BERGEN at a REGULAR Meeting on the

1st day of MARCH, 1978



[Handwritten signature]

Clerk, Board of Chosen Freeholders

BOARD OF CHOSEN FREEHOLDERS



LW/MR/az

RESOLUTION

MEMBER	AYE	NAY	NOT VOTING	ABSENT
MAHALICK	✓			
GERECKE	✓			
LESEMANN	✓			
STEINACKER	✓			
CALABRESE	✓			
CARUCCI	✓			
MAZUR	✓			
REID	✓			
O'CONNOR, DIR.	✓			
TOTALS	9	—	—	—

Offered by

Leemann

Seconded by

Steinacker

Date March 1

1978

RESOLVED, that the Director and Clerk of the Board are hereby authorized to execute Labor Agreement between the County of Bergen (operating the Bergen Pines County Hospital) and Council 52, A.F.S.C.M.E. (Clerical Unit) and Local for the Years 1978, 1979, and 1980.

*cc: [unclear]
[unclear]
[unclear]
[unclear]*