

2-0417

Contract # 203

02-00

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BERGEN PINES COUNTY HOSPITAL
AND
THE AMERICAN FEDERAL OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES UNION
LOCAL #860 (LICENSED PRACTICAL NURSE UNIT)
FOR THE TERM
JANUARY 1, 1987 TO DECEMBER 31, 1990

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PREAMBLE

This Agreement entered into between THE BERGEN PINES COUNTY HOSPITAL hereinafter referred to as "Hospital", and NEW JERSEY COUNCIL 52, and its affiliated Local 860, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between THE BERGEN PINES COUNTY HOSPITAL and the UNION; the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

THIS AGREEMENT made this 1st day of January, 1987, by and between THE BERGEN PINES COUNTY HOSPITAL in Paramus, New Jersey, hereinafter referred to as the "Employer" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, COUNCIL 52, AFL-CIO and LOCAL #860, hereinafter referred to as the "Union", with its principal place of business at 516 Johnston Avenue; Jersey City, New Jersey.

WHEREAS, it is the intent of the parties that this Agreement shall make provision for all terms and conditions of employment and thereby foster good Employer-Employee relations,

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein, the parties agree as follows:

ARTICLE I. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for collective negotiations respecting terms and conditions of employment for all Licensed Practical Nurses employed at THE BERGEN PINES COUNTY HOSPITAL (but excluding therefrom, all Registered Nurses, professional employees, craft, clerical and confidential employees, police, managerial executives, and supervisors within the meaning of the New Jersey Public Employer-Employee Act).

ARTICLE II. UNION SECURITY

Section 1. The Employer will deduct regular Union membership dues from the earnings of such employees who submit written authorizations for deductions with the Employer's Personnel Officer. The

Union will indemnify, defend, and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken by the Employer in reliance upon the aforesaid authorization for deductions. Dues will be deducted in each pay period and commencing thirty (30) days after the filing of an authorization and forwarded to the Union at its principal place of business at least one (1) time during each month. Authorizations for dues deductions will be effective until July 1st next succeeding the filing by an employee of a Notice of Withdrawal with the Employer's Personnel Officer and the Union.

Section 2. Thirty (30) days after the effective date thereof, the Employer will commence to withhold from the salaries of those employees who are covered by this Agreement and who have not executed authorizations permitting the Employer to withhold the full amount of Union dues as provided in Section 1 hereinabove, a representation fee equal to eighty-five (85%) percent of the uniform annual dues charged by the Union to its members. The Employer shall forward the amount so deducted to the Union in the same manner as provided in Section 1 of this Article. The Union represents to the Employer that it has established a demand and return system and that it is in compliance with all the requirements imposed upon the Union pursuant to Law, 1979 c. 477, and the Employer's obligation pursuant to this paragraph is contingent upon the Union's continued compliance therewith. Dues are exclusively for the AFSCME Union.

The Union will defend, indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of

liability which may arise out of or by reason of action taken by the Employer pursuant to Section 2.

In the event that the employees hired after the effective date of this Agreement do not, within thirty (30) days of the date of hire, execute written authorizations for withholding of Union dues pursuant to Section 1 hereinabove, then the provisions of Section 2 shall be effective.

Section 3. The Employer will notify the Union of the name, address, hourly rate of pay, and the number of hours which the employee is regularly scheduled to work within thirty (30) days of the date of hire.

Section 4. The Employer will provide the Union with bulletin boards (30" x 30") for the purpose of facilitating communication between the Union and the employees covered by this Agreement. Political material or material derogatory of the Employer or the Employer's representatives or material critical of the Employer's methods, policies, and practices shall not be posted on the aforesaid bulletin boards.

Section 5. The Employer will inform all Licensed Practical Nurses hired after the execution of this Agreement that the Union is their representative for purposes of collective negotiations.

Section 6. The Union will be provided a fifteen (15) minute opportunity during the orientation of all new employees to meet with and give them the opportunity to join the Union. This meeting will be of a formal nature during work time.

ARTICLE III. SENIORITY

Section 1. Seniority is hereby defined as the length of continuous service at BERGEN PINES COUNTY HOSPITAL. The Employer will prepare and send to the Union within thirty (30) days after the date of this Agreement, a seniority list setting forth the names of all employees in the bargaining unit and the dates of commencement of their seniority. The list shall be updated semi-annually.

Section 2. Service of the employees shall be considered broken and seniority within the bargaining unit lost upon the happening of any of the following: resignation, retirement, dismissal for just cause.

Section 3. The Employer and the Union will recognize the seniority of employees as defined in Section 1 hereinabove, as a factor in scheduling vacations, layoffs, and recalls. Employees will have preference in the selection of vacation periods in accordance with the length of their seniority. In the event of a conflict in the choice of vacation periods, the employee with the greater seniority shall have preference. In the event of layoffs, the employees with the least seniority shall be laid off first and in the event of a recall, the employee with the greatest seniority shall be recalled first.

ARTICLE IV. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute between the Employer and the Union or between the Employer and the employee represented by the Union concerning the application or interpretation of those Employer policies which intimately and directly affect the

work and welfare of employees provided, however, that those policies which significantly interfere with inherent managerial prerogatives pertaining to governmental policy shall be excluded from the definition of a grievance.

Section 2. Step 1: Within ten (10) days of the occurrence of an event causing a grievance or within ten (10) working days of the date on which an aggrieved employee should have known of the event causing a grievance, the Union or the aggrieved employee shall have the right to present the grievance to the aggrieved employee's most immediate supervisor. The employee has a right to have a Union steward present. The term "working days" as used in this Article shall not include Saturdays, Sundays, holidays, or the grieving employee's sick days or scheduled time off. The most immediate supervisor is deemed to be the person by whom the aggrieved employee is supervised as stated in the Table of Organization promulgated by the Assistant Executive Director of Nursing. The aggrieved employee, a Union steward, and the immediate supervisor shall give a reply to the grievance within five (5) working days of the presentation of the grievance. In the event that such discussion does not resolve the grievance or if the immediate supervisor does not reply within five (5) working days of presentation then the grievance shall be deemed unresolved and the aggrieved employee shall then have the right to proceed to Step 2 of this procedure. If a grievance is not presented to the immediate supervisor within the time limits set forth hereinabove, then the employee or the Union, as the case may be, shall be deemed to have waived the right to grieve.

Step 2: A grievance which has not been resolved at Step 1 may be reduced to writing and served upon the Assistant Executive Director for Nursing Service within ten (10) working days of the failure to resolve the grievance at the Step 1 level. Unresolved grievances which are not reduced to writing and served within the ten (10) working days of the failure to resolve at the Step 1 level shall be deemed waived. Within ten (10) working days of the receipt of the written grievance, the Assistant Executive Director of Nursing or a designee thereof, shall meet with the aggrieved employee and a Union representative to discuss the grievance and to attempt to resolve the same. The Assistant Executive Director for Nursing or a designee thereof, shall make a written reply to the grievance within ten (10) working days of the meeting. In the event that the grievance is not resolved by the written reply, or if no reply is forthcoming, then the aggrieved employee shall have the right to proceed to Step 3 of the procedure.

Step 3: A grievance which has not been resolved at the Step 2 level may be appealed by serving a copy of the written grievance upon the Employer's Personnel Officer within ten (10) working days of the failure to resolve the grievance at the Step 2 level. Unresolved grievances which are not so served within ten (10) working days of the failure to resolve at Step 2 shall be deemed waived. Within ten (10) working days of the service of the grievance, the Employer's Personnel Officer or a designee shall meet with the appropriate Nursing Management, the aggrieved employee, and a Union representative to hear the grievance. The Union's District

Council shall be represented at Step 3 hearings.

The Personnel Officer or a designee shall make a written reply within ten (10) working days of the aforesaid meeting with the aggrieved employee and Union representative and shall service a copy of the reply upon them. In the event that the grievance is not resolved by the written reply, then the Union, but not the aggrieved employee, shall have the right to proceed to final and binding arbitration pursuant to Article IV of this Agreement upon condition that the Union, within thirty (30) calendar days of the receipt of the decision of the Personnel Officer or designee files with the New Jersey Public Employment Relations Commission, a Notice of Intention to arbitrate the unresolved grievance. In the event that the condition is not fulfilled, the right to arbitrate shall be deemed waived.

Section 3. Step 3 hearings will be held at a mutually convenient date and time as agreed by the Employer's Personnel Officer and the Union. Parties may present witnesses, including the aggrieved employee, to give testimony. An aggrieved employee and a Union representative shall be allowed time off from regularly scheduled hours of work, but not to exceed a total of two (2) hours, without loss of pay to investigate an already-formalized grievance. Allowance for time off must be obtained by express approval of the employee's immediate supervisor which approval shall not be unreasonably denied. A grievance filed as a result of a suspension or termination may be initiated at the third step of the Grievance Procedure.

Step 4: The time limitations for presenting or filing grievance or replying to grievances or filing a Notice of Intention to Arbitrate may be extended by express mutual agreement between the Employer and the Union.

Step 5: (a) The Hospital will give written notification to the Union of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.

(b) The Union reserves the right to have non-employee Union representatives at all steps of the Grievance Procedure.

(c) (i) To the extent necessary, Grievance Committee members (limited to the appropriate steward the President or his/her designee may, upon obtaining approval from his/her supervisor investigate grievances during working hours without loss of pay, provided that such investigation of an already-formalized grievance shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied. The Grievance Committee may, if they wish, institute grievances including group grievances at Step 3 of the Procedure provided that such grievances relate exclusively to non-nursing issues. The Step 3 Hearing Officer shall make an appropriate determination as to the latter circumstances.

(ii) A formalized grievance is defined as one which has been initiated in written format 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/her 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.

(d) (i) If any disciplinary action taken by a representative of management results in a grievance, the responsible management representative, that individual initiating the action, shall attend the Step 3 Grievance Hearing.

(ii) In all other grievances, and at the specific written request of the Union, all managerial or bargaining unit personnel sought by the Union to attend the Step 3 Grievance Procedure will be considered by the Hearing Officer. Such requests will not be unreasonably denied.

Section 6. (a) The name of Officers and Stewards of the Local Union who may represent the employees shall be certified in writing to the Hospital by the Local Union. Individuals so certified shall constitute the Union Grievance Committee.

(b) The Officers of the Union and representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate attention of the Personnel Officer any conditions which may be a threat to the normal operating conditions of the

Hospital.

ARTICLE V. ARBITRATION

Section 1. The Employer and the Union shall cooperate to facilitate the Arbitration Hearing. The power of the arbitrator shall be limited to deciding upon the interpretation and application of the terms of this Agreement. The arbitrator shall not have the power to add to, subtract from, or otherwise modify the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The parties shall each pay one half (1/2) of the bill submitted by the arbitrator.

ARTICLE VI. PROBATIONARY PERIOD

Section 1. All Licensed Practical Nurses shall be probationary employees for a period of three (3) months from the date of commencement of work, not to be extended. The Employers reserves the right to discharge or suspend probationary employees at its discretion. Probationary employees shall not have the right to grieve or arbitrate discharge or suspension. Probationary employees shall not have any seniority rights or vacation leave rights. Upon successful completion of the probationary period, seniority rights and vacation leave rights shall be retroactive to the date of commencement of work.

ARTICLE VII. HOURS OF WORK

Section 1. The work week shall consist of seven (7) consecutive days starting on Sunday at 12:00 a.m. (midnight) and ending the next following Saturday at 11:59 p.m.

Section 2. The work day shall consist of eight (8) consecutive

hours of work excepting only a one-half (1/2) hour unpaid meal period. The work shifts shall usually start at 7:00 a.m., 3:00 p.m., and 11:00 p.m. However, the Employer reserves the right to adjust the usual starting hours of work for the shifts. In the event that the Employer decides to adjust the usual starting hours, then it will give the Union at least thirty (30) days prior notice of the adjustment. Employees shall receive two (2) fifteen minute rest periods with pay during the work day, as scheduled by the immediate supervisor.

Section 3. Employees will be regularly scheduled to work forty (40) hours or five (5) days during a single work week and eighty (80) hours or ten (10) days during each two (2) consecutive work weeks.

Section 4. Employees will receive four (4) days off during each two (2) consecutive work weeks. Two (2) of the four (4) days off shall be a consecutive Saturday and Sunday. The other two (2) days off need not be consecutive.

Section 5. The Employer will, to the extent practical, post a schedule giving employees two (2) weeks notice of the hours and days on which they are scheduled to work.

Section 6. The hours of work beginning at 7:00 a.m. shall be known as the day shift, and the hours of work beginning at 3:00 p.m. and 11:00 p.m. shall be respectively known as the evening and night shifts.

ARTICLE VIII. EMPLOYEE DEFINITIONS

Section 1. A full-time employee is hereby defined as a Licensed Practical Nurse who is regularly scheduled to work forty (40) hours

per week. A part-time employee is hereby defined as a Licensed Practical Nurse who is regularly scheduled to work twenty (20) or more hours per week but less than forty (40) hours per week. A per diem employees is a Licensed Practical Nurse who is regularly scheduled to work less than twenty (20) hours per week.

Section 2. Full-time employees shall receive full vacation, holiday, and health and welfare benefits provided by this Agreement. Part-time employees shall receive pro-rated vacation, holiday, and health and welfare benefits in the same proportion as the number of hours they are regularly scheduled to work in a week. Per diem employees shall receive no vacation, holiday, or health and welfare benefits, nor any other fringe benefits. However, per diem employees shall be paid not less than One (\$1.00) Dollar above the minimum hourly rate of pay and shall receive shift differentials and weekend and holiday differentials.

ARTICLE IX. COMPENSATION FOR HOURS WORKED

Section 1. Each employee shall be assigned a regular hourly rate of pay and shall be paid that rate for the first forty (40) hours of work during the work week.

Section 2. All hours worked in excess of forty (40) hours per week on the day, evening, and night shift will be paid for at the rate of time and one-half (1-1/2) the individual's employee's hourly rate of pay. There will be no pyramiding or compounding in computing compensation rate under this Agreement. For the purpose of this Article, an employee's work week will be deemed to include the time compensated for holidays, personal days, vacation days, paid sick

leave days, leave for death in family, and jury duty leave. If any nurse is requested by the employer to work any time over eight (8) hours, the nurse will be paid time and one-half (1-1/2) of his/her base rate plus shift differentials when applicable for all time so spent. For work done between six (6) and fifteen (15) minutes overtime, the employee will be paid for fifteen (15) minutes at time and one-half (1-1/2). For work done between fifteen (15) and thirty (30) minutes, the employee will be paid for thirty (30) minutes and shall continue at the same fifteen (15) minute intervals of payment.

Section 3. For all hours worked on the sixth (6th) consecutive day and subsequent consecutive days of regularly scheduled work, employees shall be paid at the rate of time and one-half (1-1/2) their regularly hourly rate of pay. This Section shall not apply to situations where the sixth (6th) or subsequent consecutive days of work are the result of an employee voluntarily working overtime. However, such voluntary overtime work shall be compensated at the rate of time and one-half (1-1/2).

Section 4. All overtime earned during the first (1st) week of any pay period shall be paid on the next successive payday. Overtime earned during the second (2nd) week of the said pay period shall be paid on the payday immediately following the payday referred to above.

Section 5. For the purpose of determining the number of hours worked by an employee during the work week, paid holidays, paid vacation leave, paid sick leave, and all other leaves with pay as authorized by the Employer shall be deemed to be hours worked by an

employee.

Section 6. Employees shall be paid by check on alternate Fridays hereinafter called paydays. In the event that a payday occurs on a legal holiday, then the payday shall be the day immediately proceeding the holiday. Paychecks shall be distributed after 11:00 a.m. on paydays to those employees who are working on the day shift.

Paychecks shall be distributed at 11:00 p.m. on the day proceeding paydays to those employees who work the evening and night shifts. Paychecks will be distributed at 6:00 p.m. on the proceeding paydays to employees not scheduled to work on a payday. This obligation is contingent upon paychecks being delivered to THE BERGEN PINES COUNTY HOSPITAL in a timely manner sufficient to accomplish sorting and distribution. The Employer reserves the right to establish a distribution procedure designed to secure the paychecks.

If the Employer issues an incorrect paycheck, a corrected check will be issued to the employee within seventy-two (72) working hours.

ARTICLE X. SHIFT, HOLIDAY & WEEKEND DIFFERENTIALS

Section 1. Employees who are regularly assigned to work the evening and night shifts as defined in Article VII, Section 6 shall receive the additional compensation for hours worked on the evening shift and on the night shift as follows: Evening--One Dollar and Twenty Cents (\$1.20); and Night--One Dollar and Twenty-Five Cents (\$1.25).

Section 2. Employees who are regularly assigned to work holidays and weekends as recognized by this Agreement, shall receive

Sixty (\$0.60) Cents per hour for such hours worked effective January 1, 1985.

ARTICLE XI. SALARIES & WAGE AGREEMENTS

Section 1. No employee shall be paid an hourly rate of pay which is less than the minimum rate of pay established or greater than the maximum rate of pay established as set forth herein below:

	<u>1988</u>	<u>01/01/89</u>	<u>07/01/89</u>	<u>01/01/90</u>	<u>07/01/90</u>
Minimum:	9.25	9.75	10.25	10.75	11.25
Maximum:	12.87	13.37	13.87	14.37	14.87

Section 2. The rates of pay for the employees in the bargaining unit shall be increased in the manner set forth below provided, however, that the hourly rate of pay shall not exceed the maximum hourly rate set forth in **Section 1.**

(a) Effective January 1, 1988, and retroactive to Practical Nurses who were on the Employer's payroll as of September 16, 1988 shall receive a One (\$1.00) Dollar per hour increase to their existent rate of payment. Employees who have retired since January 1, 1988 shall receive the retroactive pay for the period they worked during the year, 1988.

(b) Effective January 1, 1989, Practical Nurses who were on the Employer's payroll as of December 31, 1988 shall receive a Fifty (\$0.50) Cents per hour increase to their then existent base rate of payment.

(c) Effective July 1, 1989, Practical Nurses who were on the Employer's payroll as of June 30, 1989 shall receive a Fifty (\$0.50) Cents per hour increase to their then existent base rate of

payment.

(d) Effective January 1, 1990, Practical Nurses who were on the Employer's payroll as of December 31, 1989 shall receive a Fifty (\$0.50) per hour increase to their then existent base rate of payment.

(e) Effective July 1, 1990, Practical Nurses who were on the Employer's payroll as of June 30, 1990 shall receive a Fifty (\$0.50) Cents per hour increase to their then existent base rate of pay.

(f) Except as provided in sub-paragraph (a) above, all Practical Nurses who were employed by the Hospital prior to September 16, 1988, but who have since left the service of the Employer, shall not be eligible for any wage or benefit changes which will be found herein.

Section 3. The Hospital agrees not to hire in members of the bargaining unit at a rate greater than the lowest paid existent employee in that particular classification.

ARTICLE XII. DISABILITY PLAN

The Employer shall implement the New Jersey Temporary Disability Insurance Program for employees of the bargaining unit. Said Plan shall be implemented at the earliest opportunity. Until the implementation of the aforesaid Plan, the disability benefit provided in the previous Collective Bargaining Agreement between the parties shall remain in full force and effect.

ARTICLE XIII. HOLIDAYS

Section 1. The Employer recognizes the following fifteen (15)

days as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Martin Luther King Day, Christmas Day, and each employee's individual birthday, the latter to be taken by mutual agreement of the Employer and the employee.

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

When a recognized holiday occurs on a Sunday, the holiday will be observed on the next succeeding Monday and when such holiday occurs on a Saturday, the holiday will be observed on the preceding Friday.

If a recognized holiday occurs on an employee's regularly scheduled day off or during an employee's regularly scheduled vacation leave, then such employee shall receive an additional day off or an additional day on a date which is mutually convenient to the Employer and the employee.

In the event that the Board of Chosen Freeholders adopts a resolution authorizing an additional recognized holiday, then the employees covered by this Agreement will receive the benefit of such recognized holiday.

Section 2. Full-time employees will receive full benefits pursuant to this Article. Part-time employees will receive partial benefits in the same ratio as to the number of hours they are regularly scheduled to work in a week. Per diem employees will receive no benefits pursuant to this Article except that they shall

receive the differentials for weekend and holiday hours and the shift differential as set forth in Article X.

Section 3. In the event employees are not scheduled to work on a holiday, they shall be paid their hourly rate of pay for the holiday. Employees who are regularly assigned to work the evening or night shift shall also be paid the shift differential.

Section 4. (a) If an employee works on a recognized holiday, he shall receive holiday credit as set forth in Section 3 above. In addition, he shall receive pay at his/her regular salary rate plus Sixty (\$0.60) Cents per hour differential for any hours actually worked.

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

(c) In the absence of a request for cash payment for an eligible, worked 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 paycheck 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. Accrued holiday time may be used at dates and times arranged by mutual consent of the Employer and the employee. The Hospital shall respond to requests for "saved holiday hours" or "CTO hours" within ten (10) working days of submission. Such responses shall indicate either a favorable or unfavorable replay. Requests of these kind shall not be unreasonably denied. Pre-posted scheduling shall not constitute

reasonable denial.

(d) Any accrued holiday time which exceeds twenty-four (24) hours shall be automatically converted to cash payment by the Hospital.

Section 5. Those employees who are scheduled to work on the day next proceeding or next succeeding the day on which a holiday is observed and who call in sick or do not work as scheduled are required to submit a **Doctor's Certificate** in a form satisfactory to the Employer as a condition for receiving both the benefit provided by the Article and the benefits provided by **Article XV. Sick Leave.** Such **Certificate** must be submitted within five (5) days of the failure to work as was scheduled, or payment for sick leave and the holiday shall be denied.

Section 6. Employees who are on leave of absence, or who are suspended for a period which includes a holiday shall not receive any holiday benefits.

ARTICLE XIV. VACATIONS

Section 1. Employees shall earn vacation leave as provided in the **Article.**

(a) Full-time employees:

(i) During the first (1st) six (6) months of employment, no earned vacation leave.

(ii) During the period from the beginning of the seventh (7th) month to the end of the twelfth (12th) month of employment, eight (8) hours per month retroactive to the date of hire.

(iii) During the second (2nd), third (3rd), fourth (4th), and fifth (5th) years of employment, ten (10) hours per month or fifteen (15) days per year.

(iv) During all succeeding years of employment, thirteen and thirty-three hundredths (13.333) hours per month or twenty (20) days per year.

(b) Part-time employees shall receive vacation leave as provided in Paragraph (a) hereinabove, except the leave shall be in the same ratio as the number of hours of their regularly scheduled work in a week of forty (40) hours.

(c) Per diem employees shall receive no vacation benefits.

Section 2. Employees entitled to vacation leave shall be paid their regular hourly rate of pay. Employees who are regularly scheduled to work the evening or night shifts will be paid the shift differential in addition to the regular hourly rate of pay.

Section 3. When feasible, vacation leave shall be granted for the period of time requested by employees. If the nature of the work makes it necessary to limit the number of employees on vacation during the same period of time, then the employee with the greatest seniority shall be given preference in the choice of vacation leave. Unless a vacation leave preference is submitted to the Employer within twenty-one (21) calendar days after the Employer distributes notice of accrued vacation leave, an employee's seniority rights with respect to vacation leave preference shall be forfeited. The Employer shall respond to the submission within twenty-one (21) days after the distribution.

Section 4. Requests for emergency vacation time will not be unreasonably denied. Pre-arranged schedules will not constitute a reasonable denial of such requests.

Section 5. At the end of any year, the maximum vacation leave which may be accumulated is the vacation leave earned during the year plus the amount earned in the proceeding year. Any excess vacation leave shall be forfeited.

Section 6. Employees who are on a leave of absence without pay or who have been suspended shall not earn any vacation leave during such absence or period of suspension.

Section 7. Employees who retire or who are terminated, laid off, or otherwise permanently separated from employment at the Hospital shall receive all earned vacation benefits.

Section 8. Accrued vacation benefits shall be paid to the estate of an employee who die while in the service of the Employer.

ARTICLE XV. PERSONAL LEAVE DAY

Section 1. After successful completion of three (3) months of service, full-time employees shall be entitled to the use of one (1) day of leave with pay during each year of full-time work for the purpose of conducting personal business.

Part-time employees shall be entitled to use this benefit on a pro-rata basis with pay each year of this Agreement for the purpose of conducting personal business.

Per diem employees shall not be entitled to any paid leave for this benefit.

Section 2. Employees who intend to use their personal leave day

shall give their immediate supervisor no less than seven (7) days notice of such intention. Approval for use of the personal day is subject to approval of the immediate supervisor, however, approval shall not be unreasonably withheld.

Section 3. Unused personal leave days shall not be accrued from year to year.

ARTICLE XVI. LEAVES FOR ILLNESS & INJURY

Section 1. Employees shall be entitled to leave with pay for illness and injury, as defined in Section 2, pursuant to this Article.

Section 2. Illness and injury are hereby defined as the inability of an employee to perform the regularly scheduled/assigned work due to a physical or mental condition which is not caused by or does not result from the employee's work.

Section 3. Employees shall earn sick leave credit in the following manner:

(i) Full-time employees, during the first (1st) twelve (12) months of employment, one (1) sick day per month. After the completion of the first (1st) twelve (12) months, an additional three (3) days of sick leave shall be deemed earned. Thereafter, full-time employees shall earn one and one-quarter (1-1/4) sick days per month or fifteen (15) days of sick leave per year.

(ii) Part-time employees shall earn pro-rated sick leave in the same proportion as the number of hours per week which the employees works.



(iii) Per diem employees shall not be entitled to any sick leave.

Section 4. Employees shall be eligible for the sick leave benefit commencing on the thirty-first (31st) day of employment at the Hospital.

Section 5. In addition to the purposes set forth in Section 2 hereinabove, employees may use sick leave in the following circumstances:

(i) Exposure to a contagious disease which results in a quarantine imposed by authorized governmental officials, provided the exposure was not caused by or the result of the employee's work.

(ii) For emergency attendance upon a member of the employee's immediate family who is seriously ill. Immediate family is hereby defined as spouse, child, grandchild, parent or grandparent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or any other blood relative of the employee who is residing in the employee's residence. In such circumstances, sick leave may be granted for a period not to exceed a total of three (3) working days each year.

(iii) If an employee's doctor or dentist does not have regular office hours, that is when an employee is regularly scheduled to be off work, then four (4) hours of sick leave may be granted to an employee.

Section 6. Employees who wish to use sick leave shall follow the procedure set forth hereinbelow:

(i) The employee shall notify the person designated by the Assistant Executive Director for Nursing of the illness or injury prior to the start of the employee's regularly scheduled hours of work. The failure to give such notice is not received.

(ii) Upon return to work, the employee shall immediately complete Form #183-Absence Notification and Request For Approved Leave. In instances of lengthy illness or injury, the employee shall complete the Form as requested by the Employer.

(iii) The Employer may require that the request for sick leave be supported by submission of a Doctor's Certificate which attests to the employee's being under the care of a doctor and that the employee was unable to work during the period of requested leave. Such Medical Certificate must be presented when the requested sick leave is five (5) days or longer. The Employer will not unreasonably require the Medical Certificates and failure on the part of the Employer to require such Certificate, in any particular instance, shall not constitute a waiver of its right to require a Certificate in another instance. The Employer may require Medical Certificates when employees request sick leave for emergency attendance upon a member of the immediate family or to visit a doctor or

dentist as set forth above.

ARTICLE XVII. LEAVE FOR WORK-INCURRED INJURY

Section 1. Employees who are unable to work as a result of any injury caused by or resulting from their work as an employee at the Hospital shall, upon condition that the injury is compensable under the Worker's Compensation Act, receive injury leave in lieu of and not in addition to benefits under the Worker's Compensation Act for a period not to exceed ninety (90) days from the date of the injury. It is an further condition of the entitlement to the injury leave benefit that the employees report injuries immediately after their occurrence, and to their immediate supervisor, and that the employees seek treatment at the Employer's Emergency Room.

Section 2. Employees who are granted injury leave shall receive their regular pay and applicable shift differential, if any, during the period of such leave.

Section 3. Employees shall be eligible for injury leave commencing on the ninety-first (91st) day of employment at the Hospital.

Section 4. When the Employer requires an employees to seek treatment a the Hospital as an in-patient or out-patient, there will be no charges to the employee. However, if the treatment furnished is covered by the health benefits provided by the Employer, third party reimbursement may be claimed.

Section 5. The Employer will otherwise provide employees in the bargaining unit with coverage under a policy of Worker's Compensation Insurance.

Section 6. To be eligible for Worker's Compensation payments to private doctors, employees must choose a doctor from a list of approved doctors as maintained in the Employer's Ambulatory Service Department.

ARTICLE XVIII. BEREAVEMENT LEAVE

Section 1. In the event of a death in the family as defined in Section 2 hereof, employees shall be eligible for a maximum of four (4) days of bereavement leave at their regular pay.

Section 2. A family is hereby defined as the employee's spouse, children, grandchildren, parents, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or any other blood relative of the employee who resided in the employee's household on the date of death.

Section 3. Employees must give notice of a death in the family to their immediate supervisor no later than the time they are scheduled to begin work following the death. In the event that such notice is not give, then the employee shall not be eligible for bereavement leave.

Section 4. The Employer reserves the right to require that employees produce proof of the death of the family member as a condition for the paid entitlement of bereavement leave.

Section 5. In the event of death in the family while an employee is on vacation leave, then the employee shall nevertheless be eligible for bereavement leave but the employee shall not have the right to extend the vacation leave without express approval from the Employer's Personnel Officer.

ARTICLE XIX. LEAVE FOR MILITARY TRAINING

Section 1. Upon application as set forth in Section 3, employees with at least one (1) year of employment at the Hospital shall be eligible for leave with pay not to exceed fourteen (14) days per year to attend to military training.

Section 2. To be eligible for the benefit described in Section 1, an employee must be a member of the National Guard or other United States military force reserve on the date of commencement of work at this Hospital.

Section 3. Employees shall make application to the Employer's Personnel Officer for leave for military training by submitting a copy of the notice to report for training at least thirty (30) days prior to the commencement of the training period.

ARTICLE XX. LEAVE FOR JURY DUTY

Section 1. Employees who have been summoned to appear for grand jury or petit jury shall give written notice of the same to their immediate supervisor within seventy-two (72) hours of receipt of the summons.

Section 2. Employees who are required to report to a Court House to service for jury duty shall be granted leave with pay for the period of such service. Fees received by employees for travel or meals may be retained by the employees. Any other fees received by the employees in connection with jury duty service shall be turned over to the Employer. A receipt shall be given for any such fee turned over.

ARTICLE XXI. LEAVE FOR NEW JERSEY DEPARTMENT OF
PERSONNEL EXAMINATIONS

Section 1. Employees shall be eligible for leave with pay to take competitive and promotional examinations given by the New Jersey Department of Personnel on condition that they meet all the requirements of Personnel for eligibility.

Section 2. To be eligible for the leave described in Section 1, employees must give written notice of their intention to take the examination to their immediate supervisor no later than fourteen (14) days prior to the date of the test.

ARTICLE XXII. UNION LEAVE

Members of the Union who are elected or designated by the Union to attend any meeting or educational 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) working days per year for all members. The Union may save Union leave as defined and limited above, from the first (1st) year of this Agreement for use in the following year. The request shall be answered within five (5) working days.

ARTICLE XXIII. BLIZZARD CONDITIONS

Under blizzard conditions as declared by the Executive Director or his designee, an employee who works shall be paid double the employee's regular rate.

ARTICLE XXIV. UNPAID LEAVES OF ABSENCE

Section 1. Upon application, as set forth in Section 3, to the Assistant Executive Director for Nursing, full-time or part-time employees, but not per diem employees, who have completed at least one (1) year of employment at the Hospital shall be eligible upon showing of good cause for an unpaid leave of absence for a period of time not to exceed one hundred eighty (180) days. A leave of absence may, upon application, be extended for an additional one hundred eighty (180) days.

Section 2. Employees who have been granted unpaid leaves of absence shall not accrue seniority during such leaves nor shall they accrue vacation, holiday, personal day, sick leave, or any other benefits during such leaves.

Section 3. Employees shall make application for a leave of absence, in writing, no less than thirty (30) days prior to the commencement date of the requested leave.

The Assistant Executive Director of Nursing will make a prompt written response to the application or such may be made by his/her designee. Applications for extensions of leaves of absence shall be made no less than fourteen (14) days prior to the termination date of the leave. Approval of requests for leaves of absence shall be subject to the needs of the Employer, however, approval shall not be unreasonably denied.

Section 4. Good cause for a leave of absence shall include a written request by the Union that leave be granted to individual employees to permit such employees to participate in Union business

off the Employer's premises.

Section 5. Maternity Leave: A female employee, upon her request, shall be granted permission to use accumulated sick leave for maternity purposes known as pregnancy-disability. In those instances where the employee has limited sick leave, and when requested by the employee, the Hospital 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 Hospital, the 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 total period of maternity leave shall not exceed one (1) year.

ARTICLE XXV. HEALTH & WELFARE BENEFITS

Section 1. The Employer will pay the entire premium for health benefits policies set forth in this Section. Blue Cross, Blue Shield and Prudential's Major Medical Plan (Rider 'J' inclusive). These benefits will be provided to full-time employees, part-time employees, and employees who have retired through the New Jersey Public Employees' Retirement System after at least twenty-five (25) years of employment at the Hospital and to eligible dependents of such employees.

Section 2. Effective January 1, 1985, the Employer will provide full-time and part-time employees the Dental Plan presently sponsored by the New Jersey Dental Service Plan, Inc. or any other subsequent plan agreed to by the Employer and the Union. All employees in the bargaining unit must belong to the Group established by the agreeing

parties. The Plant (No. 3134-04) provide the highest coverage allowable to BERGEN PINES COUNTY HOSPITAL employees at the date of the Agreement.

Section 3. The Employer will pay the entire premium per annum for a Prescription Plan for members of the bargaining unit who are full-time or part-time employees.

Section 4. The Employer, at its sole cost and expense, will insure the lives of all members of the New Jersey Public Employees' Retirement System in an amount equal to one and one half (1-1/2) times the employee's annual regular rate of pay.

Section 5. Upon the death of a retired employee as described in Section 1 hereinabove, benefits to dependents of such employee shall terminate.

Section 6. The benefits provided in Sections 1, 2, and 3 shall be provided to employees who have received an unpaid leave of absence for a period of thirty (30) days following the commencement of such leave. Thereafter, employees shall have the opportunity to continue coverage by paying their own premiums through the group plan covering the employees.

Section 7. The benefits in Sections 1, 2, and 3 shall be provided to the employees who resign or are terminated for a period of thirty (30) days following resignation or termination. Thereafter, the Employer shall have no further obligations to pay premiums or provide benefits.

Section 8. The benefits provided in Sections 1, 2, and 3 shall be provided to employees who are unable to work due to an injury

suffered during the course of employment within the meaning of the New Jersey Worker's Compensation Act. The aforesaid benefits shall be provided until an employee returns to work or is formally terminated.

Section 9. When employees are under treatment by House Staff Officers as in-patients, clinic patients or Emergency Room patients, any prescription medicines ordered by House Staff Officers shall be provided by the Employer to the employees without charge on condition that the prescription is available at the Employer's pharmacy. However, the Employer may charge for such medicines when payment will be made through third party reimbursement.

Section 10. Optical Benefit: Each employee shall be entitled to receive reimbursement up to One Hundred (\$100.00) Dollars per year for vision care services rendered to the employee himself only.

ARTICLE XXVI. RESIGNATION & RETIREMENT BENEFIT

Section 1. Employees who resign at age sixty (60) years or thereafter and employees who retire at any age through the New Jersey Public Employee's Retirement System shall be entitled to choose one (1) of the following terminal leave benefits:

Benefit A: A payment equal to pay for one half (1/2) the employee's accrued but unused sick leave which pay shall be computed at the employee's average hourly rate of pay during the twelve (12) months immediately preceding the effective date of resignation or retirement. The lump sum payment pursuant to this benefit shall not exceed Sixteen Thousand (\$16,000.00) Dollars.

Benefit B: A payment equal to one (1) day of pay for each

full year of employment at the Hospital, which pay shall be computed at the employee's average hourly rate of pay during the twelve (12) months immediately preceding the effective date of resignation or retirement.

ARTICLE XXVII. LONGEVITY PAY

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

(i) Two Hundred (\$200.00) Dollars on the sixth (6th), seventh (7th), and eighth (8th) anniversary dates of employment.

(ii) Four Hundred (\$400.00) Dollars on the ninth (9th), tenth (10th), eleventh (11th), twelfth (12th), and thirteenth (13th) anniversary dates of employment.

(iii) Eight Hundred (\$800.00) Dollars on the fourteenth (14th), fifteenth (15th), sixteenth (16th), seventeenth (17th), and eighteenth (18th) anniversary dates of employment.

(iv) One Thousand (\$1,000.00) Dollars on the nineteenth (19th) anniversary date of employment and each succeeding anniversary date of employment.

Section 2. Part-time employees shall receive longevity pay as described in Section 1 in the same proportion as the number of hours which they work in a standard work-week; i.e. an employee who works twenty (20) hours per week will receive fifty (50%) percent of the longevity pay.

Section 3. Per diem employees shall receive no longevity pay.

Section 4. Longevity payments shall be made in the form of lump sum payments which are not part of the hourly rate of pay.

ARTICLE XXVIII. TUITION REIMBURSEMENT BENEFIT

Employees in the bargaining unit will receive a tuition reimbursement up to twelve (12) credits annually provided all of the following conditions are fulfilled:

(i) The Licensed Practical Nurse must be employed by the Hospital as a Nurse for one (1) year before he/she may receive tuition reimbursement.

(ii) The Licensed Practical Nurse must be a matriculated student in an accredited program for an Associates or a Bachelor's Degree in Nursing, or taking a nursing-related course which has been approved by the Assistant Executive Director for Nursing. Approval or disapproval of a course is not arbitrable.

(iii) The Licensed Practical Nurse must receive a passing grade for the course. A grade of 'D' is not acceptable and there shall be no reimbursement for the same.

(iv) Monies paid shall be honored only on the basis of when the course credit began.

(v) If the Licensed Practical Nurse terminates her employment with the Hospital within one (1) year of attaining her degree, she/he will pay back all monies received from the Hospital for tuition reimbursement.

ARTICLE XXIX. SEMINARS & CONFERENCE

Section 1. The Employer will establish a fund for the purpose of reimbursing Licensed Practical Nurses for the cost of registration at professional seminars and conferences which are approved in advance by the Assistant Executive Director for Nursing. Approval will be based on the needs of the Hospital.

Section 2. Reimbursement to a maximum of Four Twenty-Five (\$425.00) Dollars per year, per employee, will be made only after presentation of a paid receipt.

Section 3. Nurses who attend such seminars and conferences may be required to communicate information acquired to other nurses during normal hours of work.

Section 4. The fund shall be Three Thousand (\$3,000.00) Dollars each year of the Agreement for the entire bargaining unit. No monies shall be 'carried' from one (1) year to the next.

Section 5. Each Licensed Practical Nurse will be allowed up to three (3) days of leave with pay to participate in continuing education programs approved by the Assistant Executive Director for Nursing.

ARTICLE XXX. SAFETY & JOINT COMMITTEE

Section 1. One (1) employee from the bargaining unit and designated by the Union shall be a member of the Joint Employer-Union Safety Committee established by the parties in past agreement.

Section 2. Employees shall not be required to work under any conditions which are hazardous to physical safety. Subject to the Grievance Procedure, compliance with safety regulations established

by law shall be the responsibility of the Employer.

Section 3. The Hospital shall provide adequate security and protection at all work locations for employees during their respective work shifts.

ARTICLE XXXI. PERSONNEL FILES

Section 1. (a) Evaluation of all employees shall be made at least once each year.

(b) Each employee shall be notified of the evaluation and shall have the opportunity to review such evaluation with the immediate supervisor. Upon application, the employee shall have the opportunity for subsequent review of such evaluation with the Personnel Officer.

(c) Employees shall be furnished a copy of any written reprimand or any written material of a derogatory nature that is made a part of the personnel file.

Section 2. All employees shall have access to their own personnel file during reasonable working hours and upon written application to the Personnel Officer. Such application shall be reasonable as to its frequency. Employees shall have the right to receive a photocopy of any document contained in their personnel file provided that a duplication fee of ten (\$.10) cents per page is paid by the employee.

Section 3. All documents contained in the employee's file shall be initialled and dated by the employee at the time of examination.

Such initialling shall not constitute agreement with its content. The employee shall have the right to respond in writing to any

document in the file. Such response shall become part of the personnel file. The employee reserves the right to grieve any material in his/her file dating from the effective date of this Agreement.

Section 4. All prior disciplinary or derogatory material shall be removed from an employee's personnel file upon completion of two (2) years without any disciplinary action.

Section 5. As of the effective date of this Agreement, grievances and the answer to grievances shall not be placed into an employee's personnel file.

ARTICLE XXXII. MAINTENANCE OF BENEFITS & WORK RULE CHANGES

Section 1. Any benefit resulting from a negotiable term and condition of employment, which is provided by the Employer to all the employees in the bargaining unit on the date of this Agreement, shall remain in effect during the term of this Agreement unless the same has been expressly abridged by this Agreement.

Section 2. The Hospital reserves the right to make new work rules or rule changes as necessary to assure continued quality patient care. Notwithstanding this right, the Hospital agrees that any changes or modifications in negotiable terms and conditions of employment are negotiable.

Section 3. Employees shall comply with all rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Section 4. An unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination

in the application of new or existing rules shall be resolved through the grievance procedure.

Section 5. With the exception of the New Jersey Temporary Disability Insurance Program, the Hospital represents that all other health insurance benefits provided in this Agreement, are provided equally to all bargaining units at the Hospital as of the date of this Agreement.

ARTICLE XXXIII. DISCIPLINE & TERMINATION

Section 1. The Employer reserves the right to discipline or terminate employees for just cause.

Section 2. Discipline shall be limited to oral reprimands, written warnings, suspensions without pay, and terminations. The process of progressive discipline shall be followed.

Section 3. If the suspends an employee without pay or terminates an employee, written notice of the action shall be served upon the employee and the Union within twenty-four (24) hours of the suspension or discharge unless the discipline is imposed on a weekend or holiday in which event the notice shall be served within seventy-two (72) hours. The conduct for which discipline is being imposed and the proposed penalty shall be specified in the notice. The writing shall contain a full description of the specified acts and conduct, including reference to dates, times, and places which may be relevant.

Section 4. The Employer will not impose discipline more than ninety (90) days after it has knowledge of an action of an employee which would constitute just cause for discipline. This Section shall

not be interpreted to prevent discipline for a pattern of actions such as: tardiness, unauthorized absences from work which may have occurred during a period in excess of ninety (90) days.

Section 5. When an employee has been suspended without pay or terminated, the Union may commence a grievance at the Third Step Procedure.

ARTICLE XXXIV. NON-DISCIPLINARY REASSIGNMENTS

Section 1. In the event that the Employer determines that an employees performance of work is deficient and that the employee would benefit from greater counselling and support, then the Employer shall have the right to change the regular hours of work of such employee for a reasonable period of time for the purpose of provided such counsel and support.

ARTICLE XXXV. LABOR-MANAGEMENT MEETINGS

Section 1. Labor-Management Meetings, apart from the Grievance Procedure, for matter considered important by either the Union or the Employer may be arranged by mutual agreement between the President of the Local and the Executive Director of the Hospital or designee. The parties shall be represented at such meetings by persons they 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 XXXVI. RECOGNIZED UNION ACTIVITIES

Section 1. The Employer agrees that appropriate Union employee representatives who have been officially designated by the Union shall be allowed to perform the following activities set forth below during the 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.

(i) Posting of official Union notices, as defined in this Agreement, on designated bulletin boards provided by the Employer for exclusive use by the Union under terms of this Agreement.

(ii) Transmission of official communications authorized by the Local Union or its officers to the Hospital's Executive Director.

(iii) Discussion concerning the enforcement of any provisions of this Agreement may be held with the Hospital's Executive Director or a designee, but this is not intended to include discussion of such matters with Department Heads, Supervisors, or other employees.

(iv) International representatives and District Council Representatives may confer with Local Representatives after notification to the Executive Director or a

designee.

Section 2. The Employer and the Union recognize that Union Officers and stewards have in their Union related activities a need for continuity in their assigned location which exceeds that of other employees. 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. The Employer will give time off without loss of pay for up to three (3) employee members of the Local negotiating team to participate in contract negotiations.

This Agreement shall remain in full force and effect during any period of negotiations that take place subsequent to the expiration of this Agreement.

Section 4. The following privileges shall be granted to the Union provided that they are not abused:

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

(ii) The Employer's mail-delivery service will be available for mail addressed to the Union officials.

(iii) The Union shall be allowed to conduct normal business meetings on the Hospital's premises provided that space is available and that 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 XXXVII. NON-DISCRIMINATION

Section 1. The Employer and the Union agree to continue their practice of non-discrimination against employees because of race, color, creed, national original, age, sex, marital status, and membership in the Union or non-membership in the Union, Union activity, or political affiliation.

ARTICLE XXXVIII. MANAGEMENT RIGHTS

Section 1. Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the Employer or prevent it 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. The Union agrees that among the activities, **BUT NOT LIMITED TO THEM**, over which the Employer retains sole authority are the following:

(i) The types of health care service to be provided by the Employer, and the planning, direction, and control of all operations.

(ii) The size and location of the Hospital, the numbers of specific units and changes therein.

(iii) The means of providing health care services consistent with the requirements of law, equality standards of care, the practice of the medical staff, and welfare of the patients.

(iv) Implementation of any program or technological change, and the 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.

(v) The safety of patients and employees, and the protection of property.

(vi) The size of the work force and the assignment or transfer of employees to other departments or shifts as operations may require.

(vii) Determination of charges of services and other relationships between patients and the administration or governing body of the Hospital.

(viii) Suspension or elimination, and addition, reorganization, or the expansion of services, with any consequent reduction or other change in the work force.

(ix) Selection of qualified employees for hire, scheduling, promotion, demotion, layoff, transfer, discipline, and discharge for cause.

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

(xi) 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.

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

(xiii) The right to promulgate and enforce reasonable rules and regulations. It is agreed that when the Employer, in the exercise of any managerial rights, makes new rules or modifies existing rules governing working conditions, such action is negotiable and subject to the Grievance Procedure.

ARTICLE XXXIX. NO STRIKE - NO LOCKOUT

Section 1. 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 of resolving any disputes or disagreements arising out of this Agreement shall be the Grievance and Arbitration Procedure, and Labor-Management Meetings.

In the event of an unauthorized strike, sympathy strike, sympathy job action, 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 XXXX. LAYOFFS & RECALL

Section 1. In the event the Employer decides to layoff employees for lack of work or lack of adequate finances or policy reasons related to the continued operations of the Hospital, the Employer shall so advise the Union at least thirty (30) days prior to the effective date of layoffs.

Section 2. Probationary employees shall be laid off before permanent employees. Thereafter, the employees with the least seniority as defined in Article III shall be laid off before employees with greater seniority.

Section 3. The Union will be notified of all layoffs for the reasons set forth in Section 1.

Section 4. In the event that laid off employees are to be recalled to work, then the employees with the greater seniority shall be recalled before an employee with less seniority.

ARTICLE XXXXI. PARKING

Section 1. The Employer will provide adequate and safe parking facilities near work locations and shall make available without charge decals to identify the motor vehicle of employees as required. However, the Employer shall not be responsible for loss or damage to motor vehicles or their contents, nor shall the Employer be responsible for summons issued to employees for motor vehicles parked improperly or without identifying decals.

ARTICLE XXXXII. DRESS CODE

Section 1. The Employer reserves the right, subject to the

Grievance Procedure, to establish standards of dress and appearance consistent with the employees duties and to make reasonable changes from time to time.

ARTICLE XXXXIII. INJURY TO EMPLOYEE'S PROPERTY

Section 1. If an employee is attached or by any other unusual circumstance (while carrying out the duties of his/her job) which results in damage to his/her personal property, the Hospital shall reimburse the employee for necessary repair or replacement upon demonstrated proof of the incident.

This shall only apply to accidental damage which is defined as job-related, but not to damage inflicted by one employee upon another.

ARTICLE XXXXIV. CHARGE NURSE ASSIGNMENT

Section 1. Employees who, in the absence of a Registered Nurse, are assigned to perform the duties set forth in Section 2 shall be Charge Practical Nurses for the time they perform such duties.

Section 2. Charge Practical Nurses shall perform both the duties regularly assigned to Licensed Practical Nurses and the following additional duties:

Assign work to other employees on the shift;
direct the work of other employees on the same shift, and
report the problems involving patient care of employee work
performance to their immediate supervisor.

Section 3. Charge Practical Nurses shall be compensated by receiving the rate of pay for Licensed Practical Nurses during the time they are performing the additional duties set forth in Section

2, and One Dollar Five Cents (\$1.05) per hour.

ARTICLE XXXV. REASSIGNMENTS

Section 1. Floating is defined as the reassignment of employees from one (1) work area to another work area to adequately fulfill staffing needs.

Section 2. The Employer reserves the right to hire employees for permanent floating assignments as defined hereinabove.

Section 3. The Employer reserves the right to temporarily assign employees from one (1) work area to another to adequately fulfill staffing needs.

Section 4. Any employee in the bargaining unit may be floated once each shift, and generally during the first hour of said shift except in case of extreme emergency and/or unusual circumstances.

Section 5. The Employer generally will float employees within the division to which they are regularly assigned. However, in cases where adequate staffing needs can not be filled by floating within a division, then the Employer may float employees to other divisions.

Section 6. A Practical Nurse floated to another unit and placed in charge of that unit shall have had three (3) days of prior orientation to that type unit.

Section 7. The Employer will not float employees to the acute and psychiatric division, the operating room, and the intensive care unit unless the employees have been oriented or trained to work in the above stated division, room or units. The Employer will not compel employees to float to the acute psychiatric division.

Section 8. Employees shall be floated equitably and in rotation.

Section 9. The head nurses or immediate supervisors of respective work areas shall maintain a rotation list which shall be available to the Union for inspection.

Section 10. In all permanent changes of work area, that is a non-floating assignment, two (2) weeks notice shall be given to the employee except in cases of emergency.

ARTICLE XXXXVI. UNIFORMS

(a) Effective January, 1990 or as soon thereafter as a reasonable bidding process allows, the Hospital shall provide three (3) uniforms to all full-time Licensed Practical Nurses.

(b) Part-time and/or per diem employees required by the Employer to wear uniforms shall receive one (1) uniform.

(c) All such employees shall pay the Hospital a Uniform Usage Fee, not to exceed Fifteen (\$15.00) Dollars. In addition, such employees will be charged for loss or damage to uniforms resulting from the employee's negligence or willful damage. All such uniforms remain the property of the Hospital and shall be returned to the Hospital in good condition, except for normal wear and tear, upon termination.

ARTICLE XXXXVII. CREDIT UNION

Payroll deductions for participation in a Credit Union shall be made by the Hospital upon submission by the Union to the Hospital of employee authorizations for the deduction of Credit Union

contributions. The Hospital shall forward the contributions to the Credit Union at regular intervals. Employees shall have the right to withdraw authority for such deductions in accordance with the New Jersey State statutes.

ARTICLE XXXXVIII. PROMOTIONS

Employees receiving promotional advancement to a higher classification within the bargaining unit shall receive an increase of seven (7%) percent to their existent rate of pay or the minimum rate for the new classification which ever is greater.

ARTICLE XXXXIX. SAVINGS CLAUSE

Section 1. In the event that any Article or Section or other provision of this Agreement is adjudicated void, illegal, or unenforceable by a Court of competent jurisdiction, then all Articles, Sections, and other provisions of this Agreement shall continue to be in effect. Within thirty (30) days of such adjudication, parties to this Agreement shall commence collective bargaining to renegotiate the Article, Section, or provision.

ARTICLE L. THE IMPAIRED EMPLOYEE

The Union and the Employer support the goal of helping an employee impaired by alcohol, drugs, mental or physical illness to return to an acceptable level of employment. Every attempt shall be made to accomplish this through confidential assistance and guidance towards voluntary participation in an effective rehabilitation program for impaired colleagues. An employee who requests a leave of absence for an impairment shall be granted an appropriate leave in accordance with New Jersey Department of Personnel Law for medical purposes.

ARTICLE LI. NO PRESUMPTION AGAINST DRAFTER

This Agreement has been the result of long and arduous negotiations over a long period of time and content and language of the Agreement have been supplied by both parties. As such, this Agreement shall be construed for all purposes to have been jointly drafted by both parties, and no adverse inference shall, therefore, be drawn against either party in construing any ambiguity that may arise hereunder.

ARTICLE LII. ENTIRE AGREEMENT

Section 1. The parties acknowledge that they have had full opportunity to bargain collectively concerning the terms and conditions of employment and that this Agreement is the entire Agreement between the parties and that there is no obligation to negotiate any terms and conditions of employment during the term of the Agreement except as may be expressly provided.

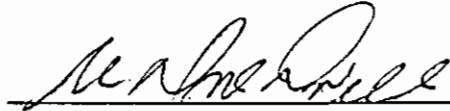
ARTICLE LIII. TERM OF AGREEMENT

Section 1. The term of this Agreement shall commence on the 1st day of January, 1988 and shall end on the 31st of December, 1990.

IN WITNESS WHEREOF, the parties have set their hands and seals and caused this Agreement to be executed by their duly authorized

officers or representatives on this 10th day of SEPTEMBER,
1988.

BERGEN PINES COUNTY HOSPITAL



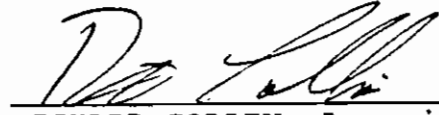
WILLIAM McDOWELL,
County Executive

BERGEN PINES COUNTY HOSPITAL



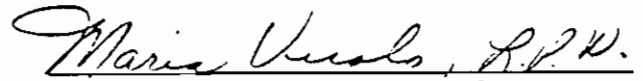
JANICE GATTO, Labor Counsel

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL 52



RICHARD GOLLIN, Associate
Director/Representative

AFSCME, COUNCIL 52, LOCAL 3499


MARIA VUOLO, LPN, Local 860
President