

AGREEMENT

BETWEEN:

BERGEN PINES COUNTY HOSPITAL
PARAMUS, NEW JERSEY

and

JNESO NON-SUPERVISORY UNIT

X Effective 1/1/87 through 12/31/88

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PREAMBLE

THIS AGREEMENT, is made on this 1st day of January, 1987, by and between the County of Bergen, operating the Bergen Pines County Hospital, in Paramus, New Jersey, hereinafter referred to as the "Employer"; and the Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO, hereinafter known as the "Local Unit"; and JNESO, hereinafter known as the "Union".

W I T N E S S E T H

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

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

NOW, THEREFORE, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows:

ARTICLE I - RECOGNITION

The Employer recognizes the Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO, as the exclusive representative of the Registered Professional Nurses employed by the Employer in the classification of Graduate Nurses, Registered Nurses, Instructor of Nurses, Instructor of In-Service Nursing, Assistant Head Nurses, Coordinators of Utilization Review, Coordinators of Infection Control, Assistant Coordinators of Utilization Review, and Clinical Specialists for the purpose of collective negotiations under Chapter 303 of the Public Laws of New Jersey and Chapter 123 of the Public Laws of New Jersey of 1974 and any amendatory provisions as may be made thereto, with respect to salary, hours of work and other terms and conditions of employment. The Bergen Pines County Hospital Non-Supervisory Local Unit of JNESO shall serve as exclusive representative for purposes of collective negotiations as aforesaid for all of such Registered Professional Nurses, including those on a part-time and per diem basis, but excluding the Director of Nursing Services, Associate Director of Nursing, Divisional Directors of Nursing, the Senior Assistant Directors of Nursing, the Assistant Directors of Nursing, and all other supervisory personnel as defined within the meaning of the Act. The Employer may create such new non-supervisory titles as it may deem necessary.

ARTICLE II - ASSOCIATION NOTIFICATION

Section 1. The Association and the Local Unit President shall be notified at the Employer's earliest convenience,

not to exceed ten (10) working days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies and procedures governing working conditions. A member of the bargaining unit shall be appointed by the Local Unit Executive Committee to serve on the Bergen Pines County Hospital Nursing Policy Committee. Changes which are the subject of mandatory negotiations will be negotiated with the Union and the Local Unit before they are established or promulgated.

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

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

The Employer will provide the Local Unit with bulletin boards (36" x 36") so that the Local Unit can communicate with the employees that it represents. These bulletin boards shall be located in front of the Nursing Office of Building 6, Buildings 11, 5-1, 12A, 12B, Building 10-second floor North Wing and Building 14 adjacent to Room E-115. All bulletin boards not currently in place shall be erected within thirty (30) days of contract ratification. They will be conveniently located but will not be placed so as to interfere with patient care. Such bulletin boards will be identified "For Bergen Pines County Hospital, Professional Nurse Association-Non-Supervisory" and will be for their exclusive use.

Section 3. Time for negotiations will be mutually agreed upon by the Association and the Employer. Seven (7) members of the Local Unit's negotiation committee shall be considered on duty while attending negotiations and shall receive their customary rate of pay.

ARTICLE III - LABOR MANAGEMENT MEETINGS

Labor-Management Meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Hospital may be arranged by mutual agreement between the Local President and the Hospital Administrator or his designee. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made as far

in advance as possible, including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be presented at the time the conference is requested and matters taken up at the conference shall be limited to those included in the agenda unless mutually agreed upon to the contrary. The members of the Union attending such conferences shall not lose time or pay for time so spent, nor for up to one-half (1/2) hour spent in meeting together preceding such a conference. Minutes will be taken by the Recording Secretary of the Local Unit or designee. Minutes shall be signed and accepted by both parties prior to the end of the meeting. Any written response will be sent upon request within a reasonable time period. The President of the Local Unit shall be released from duty without loss of pay to attend labor-management meetings.

ARTICLE IV - NURSES' RIGHTS

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

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

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

ARTICLE V - MANAGEMENT RULES

The Employer has both the legal responsibility and the sole right to manage the hospital and, except as specifically limited in this Agreement, to (a) hire, assign, transfer, promote, schedule, lay off, recall, discipline, demote, discharge for good cause its employees and direct them in their work; and (b) control all Employer property. Except as this Agreement otherwise specifically provides, the management of the Hospital and the direction of the work force shall be in the sole discre-

tion and the sole responsibility of the Hospital, and except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; direct, designate, schedule and assign duties to the work force; plan, direct and control the entire operation of the Hospital; discontinue, consolidate or reorganize any department or branch; transfer any or all operations to any location or discontinue the same in whole or in part; merge with any other institution; make technological improvement; install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the work force, requires the assignment of additional or different duties in conformity with existing New Jersey Law or causes the elimination or addition of nursing titles or job; and carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogative possessed by the Employer prior to execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the employer, except as limited herein.

ARTICLE VI - NO STRIKE/NO LOCK OUT

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

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

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

ARTICLE VII - PAYROLL DEDUCTION OF UNION DUES

The Employer agrees to deduct dues from the earnings of each employee who is a member of JNESO (Non-Supervisory Nursing Unit). Each employee must submit proper authorization in writing for membership and dues deductions.

Each month dues will be deducted. Said dues, along with a list of employees from whom dues have been deducted, will be forwarded to the Union at its Trenton, New Jersey, office. An accounting of these monies shall be kept and monthly totals sent to the Treasurer of the Local Unit. An authorization shall re-

main in effect unless:

1. Terminated by an employee in written notice to the Employer.
2. The employee terminates employment and is removed from the payroll.

Dues deductions shall halt as of July 1 or January 1, whichever date comes first, after written notice of withdrawal is filed.

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

ARTICLE VIII - AGENCY SHOP

Section 1. Thirty (30) days after the effective date of this Agreement, a representation fee of eighty-five percent (85%) of the total regular and Local Union dues will be withheld from the paychecks of those employees covered by the Agreement who have not authorized membership in writing within thirty (30) days after the commencement of employment. The eighty-five percent (85%) representation fee will be withheld by the Employer in equal installments from each paycheck and remitted to the Union as provided in Article VII. An annual list of employees and the amount of their respective dues deduction for either full membership or agency fee will be forwarded to the Association and to the Local Unit Treasurer.

Section 2. The purpose of the representation fee is to offset the cost of services rendered by the Union as majority representative of the Bargaining Unit on a pro-rated basis. At least thirty (30) days prior to the beginning of each year covered by the Agreement, the Union will give to the Employer written notice of regular Union membership dues and the regular Local Unit membership dues charged by the Union and the Local Unit to its members for that year. The representation fee deducted by the Employer will be eighty-five percent (85%) of that amount.

The Union and the Local Unit represent to the Employer that they have established a demand and return system and that they are in compliance with all requirements imposed on the Union and the Local Unit pursuant to Laws 1979, C.477. The Employer's obligation, pursuant to this section, is contingent upon the Union's and the Local Unit's continued compliance with the aforesaid Law.

Section 3. The Union will defend, indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer pursuant to Article VII.

ARTICLE IX - SENIORITY

Section 1: Definitions.

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

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

Section 2: Application.

Application-Bargaining unit seniority shall apply when granting accrued benefit time off and when promotional rights are asserted subject to the rules and regulatory standards of the New Jersey Department of Personnel [formerly the Civil Service Commission]. Total seniority shall apply in all other circumstances where length of service is a factor pursuant to this Agreement.

Section 3: Accrual and Acquisition.

An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Seniority shall not accrue during unpaid leaves of absence or while an employee is on suspension, but all prior seniority shall be retained unless otherwise set forth in this Agreement.

Section 4: Loss of Seniority.

An employee's seniority shall be lost when the employee:

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

Section 5: Lists.

An annual seniority list of all those employed as of January 1 shall be furnished by the Employer to the Union and the Local Unit President no later than January 15. The list shall include: name, date of hire, date of title, salary, unit, shift, full or part-time status, New Jersey Department of Personnel [formerly the Civil Service Commission] status and per diem listed by title.

Section 6.

The provisions of the New Jersey Department of Civil Service Rule 4:1-16.1 et seq. concerning lay offs/recalls are incorporated herein by reference and made a part of this Agreement.

Section 7.

(a) The hospital will notify the Local Union President/designee, in advance, and in writing, of any decisions involving the reassignment, layoffs and transfers of employees covered by the Bargaining Agreement due to the partial or total consolidation, combination or closure of any Hospital facility, operation or unit, except in condition of temporary, immediate and emergent effect on patient care. Such latter circumstance shall be communicated to the Local Unit President or designee upon occurrence and in advance, in writing, within twenty-four (24) hours.

(b) Procedure - Affected employees shall first review and may opt to fill any authorized and posted vacancy in the Hospital in order of seniority. Those nurses who do not select from among the published vacancies may select a position from a listing of the least senior nurses in the Hospital, a number equal to those being reassigned.

Employees who are displaced may then opt for any authorized position posted by the Employer.

Whenever possible, the Hospital will endeavor to situate a nurse on a shift or unit comparable to the vacated position in accordance with the statutory rules governing such changes.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1. Scope.

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

(b) The term "employee" shall mean those nurses recognized in Article I and shall include a single employee or a group of employees. The term "immediate superior" or his/her designee shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization. The term "representative" shall include the Union and any employee authorized to act by the Local Unit.

(c) Alleged grievances must be filed or complained of within ten (10) working days of their occurrence or knowledge

thereof, otherwise the grievances will be barred. Grievances concerning the employee's paycheck may be brought within one (1) year of the issuance of the paycheck by the Employer. Paycheck errors will be corrected within five (5) working days by a separate check when requested by the employee.

(d) When an employee has processed a grievance through the procedure described in Section 2, the employee may, if the grievance has not been settled to satisfaction, upon completing Step 3, elect to seek a remedy in accordance with the Procedures provided by the New Jersey Department of Personnel. This remedy is in lieu of the arbitration process described in Steps 4 and 5 of the Grievance Procedure. This choice shall be binding upon the parties.

Section 2: Steps in Grievance Procedure.

(a) Step 1 - Informal Discussion. An employee who has a grievance will present the grievance within ten (10) working days of its occurrence or knowledge thereof to the immediate superior or designee. The employee and the immediate superior and the Grievance Representative shall discuss and attempt to resolve the grievance.

(b) Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing on the appropriate forms within five (5) working days after Step 1. The Local Unit will serve such written notice on either the Director of Nursing Services or the Director as applicable to the employee's title or a designee. Within five (5) working days of receipt of the Grievance notice, a meeting will be conducted by either the Director as applicable to the employee's title or designee, with the grievant and the Local Representative, for the purpose of resolving the dispute. A written decision will be rendered within five (5) working days of the meeting to all concerned parties.

(c) Step 3. If a grievance has not been resolved in Step 2, the employee through the Local Unit Representative shall proceed to Step 3 within five (5) working days by serving written notice on either the Personnel Officer ~~or~~ his/her designee. If no such notice is served, the grievance will be barred. Within ten (10) working days after receipt of such notice, a conference will be called by either the Personnel Officer or his/her designee with the applicable Director under the Table of Organization, the grievant, the Local Representative and the Union Representative. A written decision will be rendered within five (5) working days to all concerned parties.

(d) Step 4: Pre-Arbitration. If the decision in Step 3 is not satisfactory and no settlement is reached between the Union and the Employer, the employee through the Local Grievance Chairperson or his/her designee shall proceed to Step 4 within five (5) working days and serve written notice on the

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Executive Director. Within ten (10) working days of receipt of such notice, a conference will be held by the Executive Director as representative of the Hospital Board. Those parties mentioned in Step 3 shall be present at this conference. A written decision will be rendered within ten (10) working days to all concerned parties.

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

An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 4. The expenses for the arbitrator's services shall be shared equally by the parties concerned. His/her decision shall be final and binding on the parties concerned.

Section 3: General Provisions.

(a) The arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. He/she shall have no power to add or subtract from the Agreement.

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

(c) The Employer will give written notification to the Union and the Local Grievance Chairperson, grievant and his/her immediate superior of the grievance hearing or meetings from Step 2 through the settlement of the grievance.

(d) Up to three (3) grievants in a Class Action and their Local Representatives shall be released from duty and allowed hearing time without loss of pay. The hearings must occur between 8:00 a.m. and 5:00 p.m., Monday to Friday, when those involved are to have been on duty.

(e) The employee, the Union and the Local Unit shall receive written notification of all actions by the Employer as it may relate to disciplinary measures presented during the steps of the Grievance Procedure herein defined.

(f) Grievances affecting three (3) or more members of the Bargaining Unit, in principle or actuality, shall be considered "Class Action" Grievances. Class Action grievants shall be represented by the Local Unit President and/or the Grievance Chairperson. Such grievances may be initiated at Step 3.

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

(h) If either party cancels a scheduled arbitration hearing, the party that cancelled shall bear the full cost of any cancellation fees.

(i) If management fails to comply with a decision rendered at a prior step in the Grievance Procedure, the Union may submit the matter to the Hospital Board.

ARTICLE XI - WORKING TEST PERIOD

As per New Jersey Administrative Code 4:1-13.3, all newly hired employees shall complete the said Working Test Period. During a Working Test Period, an employee shall have all contractual rights except the right to grieve a discharge. Upon the successful completion of the Working Test Period, an employee shall have seniority credit retroactive to the commencement of work.

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

ARTICLE XII - HOURS OF WORK

Section 1. The Work Week.

The work week consists of seven (7) consecutive days starting at Sunday at 12:01 a.m. and ending the following Saturday at 11:59 p.m. The Employer will schedule work within four (4) week cycles.

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

Section 2. The Work Day.

Nurses who work the day or evening tour of duty will work eight (8) hours, exclusive of a one-half (1/2) hour unpaid

meal period. Two (2) fifteen minute paid rest periods will be included in the work day. Rest periods will be scheduled by the Head Nurse or charge nurse.

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

Section 3. Salary.

Full-time employees will be paid a regular rate of compensation based upon a forty (40) hour work week. Part-time employees and per diem employees will be paid for hours actually worked.

Section 4. Experimental Work Day and Work Week.

The Employer and the Association by mutual agreement will permit alteration of the normal work day or work week to permit experimentation with other systems of scheduling work time. The Union will be given written notification prior to any proposed alteration in the normal work day or work week. Any changes in terms and conditions of employment will be negotiated.

The Local Unit President will receive written notification of any mutually agreeable group ^{FD} ~~of~~ individual alterations in the normal work day or work week from the Personnel Department (i.e., those changes requested on a 906 form). ^{7/10/87}

If the hours of the normal work week decrease for any organized employees at Bergen Pines County Hospital, this change shall be incorporated in this Agreement.

Section 5. Work Schedules.

The Employer will, to the extent practicable, post a schedule of each employee's assignment including days off, four (4) weeks in advance of the start of such schedule. This schedule will remain in effect until it is superceded by a new schedule or changed by agreement between the Employer and the employee concerned.

Section 6. Rotation.

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

Section 7. Weekends.

(a) The Employee's past practice concerning alternate weekends off shall continue.

(b) There will be no "pay back" of weekends not worked while taking earned vacation time.

(c) It is agreed that there should be a maximum of twenty-four (24) weekends worked per annum. Those members of the bargaining unit not presently working weekends will not be required to work weekends. For employees who have worked less than a year, the maximum number of weekends worked should be prorated.

ARTICLE XIII - SAVINGS CLAUSE

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

ARTICLE XIV - EQUAL EMPLOYMENT

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

ARTICLE XV - PART-TIME AND PER DIEM EMPLOYEES

Section 1: Part-Time Employees.

(a) A part-time nurse is one who is employed to work at least twenty (20) but less than forty (40) hours per week.

(b) Benefits for part-time personnel shall be prorated based on hours of work except in areas of tuition reimbursement or continuing education.

Section 2: Per Diem Employees.

(a) A per diem employee is one who is employed for less than twenty (20) hours per week and works in a per diem float pool as available to supplement full-time and part-time employees. Per diem employees may be scheduled in excess of twenty (20) hours per week and must work at least one (1) pre-scheduled weekend per month or any schedule determined by Nursing Management required to supplement full-time and part-time employees.

(b) Per diem employees shall not be entitled to any economic benefits, except as listed herein. All other details provided for in this Agreement shall apply to per diem employees.

(c) Per diem employees will have a minimum of one (1) day structured orientation prior to working in each division.

(d) Per diem employees shall not be used to permanently replace full-time or part-time positions in the Bargaining Unit.

(e) Per diem employees hired on or after October 8, 1984, shall be placed on the "Per Diem Float Pool" salary schedule in Article XXII.

(f) Per diem employees shall receive time and one-half (1-1/2) for hours worked on the following holidays: Christmas, New Years Day and Thanksgiving.

(g) Hours of work shall be arranged through the central Nursing Office.

(h) The per diem nurse may be cancelled by the Nursing Office at least two (2) hours before scheduled to report on duty. If less than two (2) hours' notice is given, the per diem employee shall be permitted to work as assigned by Nursing Management.

(i) Per diem employees shall be paid at a rate which is One Dollar (\$1.00) greater than the rate paid to employees at the third level indicated on Schedule 1 of the salary scales.

(j) Exceptions.

(i) Per diem employees who were hired before January 1, 1982, to work less than twenty (20) hours per week will continue to receive all the pro-rata benefits currently in effect.

(ii) Per diem employees who were hired prior to the signing of this Agreement to work less than twenty (20) hours per week on a specific unit with a regular weekend schedule will continue to do so.

(iii) Per diem employees hired before October 8, 1984, who are currently at Maximum (Step 5) shall remain on the same salary schedule as the full-time and part-time employees.

**ARTICLE XVI - NEWLY-CREATED POSITIONS,
TRANSFERS AND PROMOTIONS**

Section 1.

All promotions, transfers and newly created positions shall be subject to the pertinent New Jersey Department of Personnel rules and regulations.

Section 2.

If, in the opinion of the Employer, an open position demands additional qualifications other than those set by New

Jersey Department of Personnel, the Employer agrees to contact the Local Unit Executive Committee regarding the additional criteria for comment but not for negotiation prior to submitting same to the New Jersey Department of Personnel.

Section 3. The Procedure for the Posting and Filling of Positions.

(a) Requests from staff members regarding transfer for a posted vacancy, newly created position or promotion must be submitted to the Associate Director of Nursing, in writing, with a copy to the applicant's Head Nurse and appropriate divisional Director of Nurses.

The Associate Director will acknowledge receipt of the request in writing within three (3) working days.

(b) All posting shall include title, unit, shift, full or part-time status, starting salary and qualifications. A copy of the posting will be sent to the Local Unit President as near as possible to the same date printed on the posting.

The posting shall continue for a period of ten (10) working days at which time the posting for the position will be removed. No position may be filled until it has been posted for a full ten (10) days.

Where New Jersey Department of Personnel Law does not pertain, first consideration shall be given to existing staff for promotional vacancies or newly created positions subject to those standards or qualifications established by the Director of Nursing Service.

The standards or qualifications shall not be established in an arbitrary or capricious manner.

(c) Within twenty (20) working days after each posting of a position, all applicants shall be notified of the decision made by the Associate Director of Nursing.

Applicants not selected may arrange a meeting with the Associate Director to discuss the reason for their non-selection. If the Employer continues to keep the authorized position available, the posting procedures shall be reinstated so long as all prior applicants have been notified as stated above.

(d) Requests from staff members regarding transfers to a position outside of the Nursing Department must be submitted to the Personnel Director in writing with a copy to the Head Nurse, the Associate Director of Nursing, and the appropriate divisional director.

(e) The purpose of these procedures is to allow any Bargaining Unit member to apply for a position in which she/he is interested and possesses the necessary qualifications. In cases of multiple applicants, the employee with the most seniority shall prevail, provided that an examination is not required and

all other things such as education and experience are equal.

(f) Any employee who has requested and been approved for a transfer shall be so transferred no later than ten (10) weeks from the date of approval of said request.

ARTICLE XVII - UNPAID BENEFITS; TIME NOT WORKED

Section 1: Personal Leave.

(a) Basis and Amount. Upon application as required, a permanent full time or permanent part time employee who has completed one (1) year or more of continuous employment will be eligible for an unpaid leave of absence. The reasons for taking such a leave shall include but not be limited to: personal illness or emergency, education, military service, adoption leave and maternity leave. Leave will not be denied in an arbitrary or capricious manner.

All previously accrued seniority will be retained during a leave of absence. Seniority or other benefits will not accrue to an individual while on leave.

(b) Return to Work.

(i) Medical Leaves of Absence. To the extent possible, employees shall be returned to the position they held at the time the leave of absence was approved. If such is not possible, they shall be guaranteed the first opening in the same or comparable job title in the same shift and unit.

(ii) Work-Incurred Injuries. The Hospital shall guarantee any employee absent due to a work-incurred injury that classification, unit and shift vacated at the time of the injury for a period of up to ninety (90) working days. Thereafter, and to the extent possible, employees shall be returned to the position they held at the time the injury leave was approved. If such is not possible, they shall be guaranteed the first available job opportunity on said shift, unit and in such classification as it is made known.

Section 2: Personal Leave; Procedure.

(a) Except in the case of an emergency, application for personal leave shall be made in letter form to the employee's Head Nurse with a copy to the Senior ADN or Administrative Officer as soon as possible, but in no event later than four (4) weeks prior to the commencement of such a leave. The employee's ADN or Administrative Officer will notify the employee of the decision as promptly as possible under the given circumstances.

(b) Application for the extension of any leave of absence will be made in writing to the employee's Head Nurse with a copy to the Senior ADN or Administrative Officer as soon as possible, but not later than ten (10) working days (excluding

Saturday, Sunday, and holidays) before the scheduled expiration of such leave. The employee's ADN or Administrative Officer shall notify the employee of the decision in writing as soon as possible under the given circumstances. An extension may be granted of up to six (6) months.

Section 3: Personal Leave; Limitations.

An employee will be terminated for obtaining a leave by false pretenses or for failing to return from said leave without good and sufficient cause or for obtaining employment elsewhere.

Section 4: Military Leave.

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

Section 5: Maternity Leave.

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

ARTICLE XVIII - PROFESSIONAL PRACTITIONER STATUS

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

Section 1: Council of Nursing Practitioners.

There shall be a Council of Nursing Practitioners at Bergen Pines County Hospital.

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

The Council may establish such committees or subcommittees as set forth below. The membership of such committees, which shall be limited to the employees covered by this Agreement

shall be determined by the Council, provided that the Council will advise the Hospital of the membership of any Standing Committees and provided further that the meetings and activities of such Committees and other groups under this Article shall be during non-working hours except as otherwise agreed.

(a) Purpose.

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

(b) Functions.

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

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

(c) Responsibility and Authority of the Council.

(i) Council recommendations, or Committee recommendations approved by the Council, shall be in writing to the Director of Nursing Services and the Hospital Administrator or designee.

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

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

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

ARTICLE XIX - STAFF DEVELOPMENT/EDUCATION

Section 1. Orientation.

A four (4) week planned Orientation Program will be

carried out for all new employees of the Bargaining Unit. Staff Development, in conjunction with the Head Nurse, will provide new employees with both a general and specific orientation. Staff Development will provide structured classroom activities detailing a general introduction to the Health Care Facility as well as general policies and procedures of the Hospital and assigned Division. The orientation shall include, but is not limited to: a programmed series of assignments with a staff nurse, supervised individual assignments and on-going weekly evaluations by the Head Nurse in collaboration with Staff Development or the Clinical Specialist. A written evaluation of the competency of the new employee will be done at the conclusion of the four (4) weeks by the Head Nurse in conjunction with Staff Development. At this time, a determination will be made for the need, if any, to extend the orientation period. New orientees shall not be counted in staffing totals.

Section 2: In-Service.

(a) An organized program of In-Service Education will be continued as per the Employer's past practice. The Employer shall post notices of In-Service Educational Programs at least seven (7) calendar days prior to the scheduled dates of the Program.

(b) Employees shall receive their regular rate of pay for attendance at In-Service Programs based at the Hospital during their regular working hours.

(c) Employees shall receive their regular rate of pay for time spent at an In-Service Program at a site other than the Hospital if required to attend by the Employer during regular hours of work. All fees and expenses for courses required by the Employer shall be paid by the Employer within the terms of County policy.

(d) Employees shall receive one and one-half (1-1/2) times their regular rate of pay for required attendance at Hospital-based or off site In-Service Programs during the employee's off-duty time.

Section 3: The Evaluation Process.

(a) Each employee covered by this Agreement will be evaluated annually utilizing a performance evaluation tool. All employees covered by this Agreement will have the total evaluation process done by the Head Nurse or Administrative Officer, if applicable.

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

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

Section 4. Continuing Education.

(a) Every Bargaining Unit member shall be entitled to time off with pay for the purpose of attending Continuing Education Programs annually.

Since the Hospital desires that registered nurses attain the highest possible level of professionalism and expertise in their practice, every effort will be made to grant requests for Continuing Education. These requests will not be denied in an arbitrary and capricious manner nor unreasonably denied on weekends. Nurses shall receive a response indicating approval or disapproval to continuing education requests within ten (10) working days of submission.

This benefit shall not be pro-rated for part-time employees but shall be fully paid.

(b) A pool of money shall be set aside annually to pay the fees or tuition of Continuing Education Programs. In 1987, Four Hundred and Fifty Dollars (\$450.00) per bargaining unit member shall be set aside for this purpose. In 1988, Five Hundred Dollars (\$500.00) per bargaining unit member shall be set aside for this purpose.

At the conclusion of each quarter (3/31, 6/30, 9/30, 12/31), the Local Unit President or her designee and the appropriate Hospital personnel shall be notified by the Hospital's Personnel officer as to the balance of money in the pool. Appropriate Hospital personnel includes the Director of Nursing Services, Director of Nurses-Psychiatry, Director of Nurses-Acute, and Director of Nurses-Long Term Care. As long as the amount spent does not exceed the amount set aside in each quarter, any Bargaining Unit nurse who so desires may attend Continuing Education. 7/10/87
7B

(c) Travel Agreement Towards Continuing Education. Based on the final approval of Director of Nursing Services and subject to the procedures currently in effect in the Nursing Service, a Nurse may be considered for continuing education programs and payments by the Department.

All authorizations shall be deemed conclusive and will not require additional authorizations aside from the Nursing Service, provided that the monies expended are in accordance with formal Labor Agreement and consistent with County of Bergen regulations regarding travel/hotel expenditures.

For Nurses not in the Nursing Service, final authorization for formal programs and expenses pertaining to same shall

be required of the Administrative Officer responsible for the other Service.

(d) After attending a Continuing Education Program, the employee may apply to the Director of Nursing Services for the option of presenting the content to other Bargaining Unit members at the next monthly Local Unit meeting. Validation of the presentation shall be by an officer of the Local Unit. The employee will then submit all the required information to the Employer and be reimbursed.

Section 5: Tuition Reimbursement.

(a) Full-time and part-time employees shall receive a tuition reimbursement provided all of the following conditions are met:

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

(ii) The nurse must be enrolled in a program approved by the New Jersey State Board of Nursing that leads to a Baccalaureate Degree in Nursing. A Master's or Doctorate Degree in the employee's area of nursing and/or health-related expertise will be approved. Courses for National Professional Certification ~~of~~ Nursing and/or Health Related courses which have been approved by the appropriate Administrator under the Table of Organization are also approved for reimbursement. Liberal arts courses taken prior to matriculation will be approved up to a maximum of thirty (30) credits. Documentation of matriculation requirements will be shown upon request. 7/10/87
FB

(iii) The nurse must receive a passing grade for the course. A grade of "D" is unacceptable, and there will be no reimbursement for same.

(b) Tuition for all approved courses will be reimbursed up to twelve (12) credits annually. Monies paid shall be honored only on the basis of when the course credit began.

(c) If a nurse leaves the employ of Bergen Pines County Hospital within six (6) months after attaining a BSN, Master's or Doctorate Degree, she/he will pay back all monies received from the Hospital for tuition reimbursement received during the last year of employment.

ARTICLE XX - FLOATING

Section 1: Procedure.

(a) Seniority as it refers to floating shall be determined by length of bargaining unit service with the Bergen Pines County Hospital except as specifically stated herein.

(b) Floating will be equitable by inverse seniority rotation within a unit and division.

(c) A list will be kept on each unit to assure equitable floating.

(d) Nursing Management will retain a floating list by division.

(e) It is recognized that some units within a division are alike and some are not alike. All nurses assigned to float shall be given an orientation to the unit to which they are assigned to float. If the employee's regular unit is like the unit to which they will float, they will receive a one day orientation provided they have not worked on that unit during the preceding nine (9) months. Employees assigned to Float to unlike units within the division shall have three (3) days orientation. Nurses on orientation shall not receive an assignment but shall work with another registered nurse for each day of orientation.

(f) Like and Unlike Units.

(i) Divisional Like Units.

(A) Acute: 11-3, 11-4, 8-4, and
8-3 (without prisoners);
OR/RR (out only).

(B) Psychiatric:

Like Units to each other	A-G	Closed Locked	FB 7/10/87
	B-G	Closed Locked	
	A-1	Open/Locked	
	B-1	Open/Locked	
	A-2	Rehab.	

Like Units to each other	F-G	Children's
	F-I	Adolescent

Like Units to each other	12A	Psych. Geriatric
	12B	Psych. Geriatric
	C-G	Acute Geriatric

Like Units to each other	PICU	Unlike any other	FB 7/10/87
	Forensic	Forensic Units	

Like Units to each other	Methadone Maintenance - Central Intake
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Like Units to each other	Addiction B2 Addiction C2
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(C) Long Term Care: 11-1, 11-2,
11-5, 11-6, 11-7, 6-2, 6-3,
8-5, 8-6, 5-2 and 5-3.

(ii) Divisional Unlike Units.

(A) Acute: 8-3 (with prisoners);
Cardiac Lab/Non-Invasive;
ER; ICU/CCU; Clinic and 5-1.

(B) Psychiatric: PICU and Forensic

Section 2: Restrictions.

(a) The senior full-time nurse on evenings or nights for continuity of care shall not float.

(b) A nurse who has fifteen (15) years or greater seniority at Bergen Pines County Hospital in a G.N./R.N. capacity shall not float.

(c) The officers of the Local Unit (President, Vice-President, Corresponding Secretary, Recording Secretary, Treasurer and Grievance Chairperson) and members of the Grievance Committee shall not float, except in an emergency. Their number shall not exceed sixteen (16) during the term of this Agreement.

(d) The nurse shall float within the division unless agreed to mutually.

(e) As in the past, the nurse who works overtime or additional time will not be floated from her/his unit unless agreed to mutually.

(f) No employee will be in charge of a unit unless the employee has been oriented to the unit for a period of at least five (5) working days.

(g) Floating shall occur only during the first hour of an employee's shift, except in case of emergency. Staffing needs known prior to the conclusion of the first hour of the shift shall not be construed as an emergency.

(h) Floating for coverage during mealtimes or break-time shall be subject to all restrictions listed herein.

ARTICLE XXI - HOURS OF WORK AND OVERTIME

Section 1: Hourly Rate of Compensation.

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

Section 2: Overtime Work.

All hours worked in excess of forty (40) hours per week on the day, evening and night shift will be paid for at the rate of time and one-half (1-1/2) the individual employee's hourly rate of pay. There will be no pyramiding or compounding in computing compensation rate under this Agreement. For the purpose of this Article, an employee's work week will be deemed to include time compensated for holidays, personal days, vacation days, paid sick leave days, leave for death in family, and jury duty leave. If any nurse is requested by the employer to work any time over eight (8) hours, the nurse will be paid time and one-half (1-1/2) the base rate plus shift differential when applicable for all time so spent. For work done between six (6) and fifteen (15) minutes over-time, the employee will be paid for fifteen (15) minutes at time and 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. In addition, the nurse will be paid time and one-half (1-1/2) the base rate from the sixth (6th) consecutive day of work.

Section 3: Compensatory Time in Lieu of Overtime.

Nurses in ICU/CCU, Infection Control, Clinical Specialists, Staff Development and Instructors in the School of Nursing will have the option of taking compensatory time at straight time payment in lieu of receiving payment at time and one-half (1-1/2) for overtime. If compensatory time is requested by the employee, it must be taken within four (4) weeks of the overtime worked. Written compensatory time requests will be submitted to the employee's department head. Every effort will be made to grant the employee's request. Employees may accumulate sixteen (16) hours of compensatory time within the four (4) week period defined above. In the event the request cannot be accommodated, the employee shall then receive payment.

ARTICLE XXII - SALARY

Section 1: Wages - Miscellaneous.

(a) The frequency of payment shall continue as in the past.

(b) The Hospital shall distribute salary checks to employees who are not scheduled to work on a pay date at approximately 6:00 p.m. on the day preceding the pay date. This procedure is contingent upon the timely delivery of the salary checks to the Hospital.

(c) The Hospital will continue the established procedure concerning the security of checks and the manner and place of distribution.

(d) No employee shall receive less than the minimum hourly rate of pay for her/his respective job title, and no employee shall receive in excess of the maximum hourly rate of pay for her/his respective job title.

(e) Every promotion shall be accompanied by an increase in salary to the next highest level on the salary schedule for that title.

(f) G.N.'s shall move to Level 1 of the Staff Nurse Schedule upon documentation of achievement of R.N. status.

(g) Any bargaining unit member who retired on or after 1/1/87 shall receive retroactive money.

Section 2: Progression on Salary Schedules.

Effective January 1, 1987, the following progressive salary step scales shall be implemented based on bargaining unit seniority. Levels are defined as follows:

<u>Level</u>	<u>Years Completed on Level</u>
1	1 year
2	5 years
3	5 years
4	5 years
5	

Accordingly:

(a) Nurses at Level 1 shall move to Level 2 on the next July 1st or January 1st date following their completion of one (1) year on the level.

(b) Nurses at Level 2 shall move to Level 3 on the next July 1st or January 1st date following their completion of five (5) years on the level. Time spent on level one shall count towards the five years on level two.

(c) Nurses at Level 3 shall move to Level 4 on the next July 1st or January 1st date following their completion of five (5) years on the level.

(d) Nurses at Level 4 shall move to Level 5 on the next July 1st or January 1st date following their completion of five (5) years on the level AND ten (10) years in the bargaining unit.

Section 3: Salary Schedules.

(a) Effective on and retroactive to 1/1/87:

(i) Schedules 1-4, Levels up to and including 4, reflect a five percent (5%) increase.

(ii) Schedules 1-4, Level 5, reflects a five percent (5%) increase.

(b) Effective 7/1/87, Schedules 1-4, Level 5, reflect a two percent (2%) increase.

(c) Effective 1/1/88:

(i) Schedules 1-4, Levels up to and including 5, reflect a Five and One-Half percent (5.5%) increase.

SCHEDULE 1
STAFF NURSE (R.N./G.N.)

	<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>
<u>LEVEL</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
G.N.	11.26	11.26	11.88
1.	11.82	11.82	12.47
2.	12.86	12.86	13.56
3.	13.90	13.90	14.66
4.	14.87	14.87	15.68
5.	16.23	16.56	17.46

SCHEDULE 2
ASSISTANT HEAD NURSE, ASSISTANT UTILIZATION
REVIEW COORDINATOR

	<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>
<u>LEVEL</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
1.	12.50	12.50	13.18
2.	13.48	13.48	14.22
3.	14.47	14.47	15.26
4.	15.44	15.44	16.28
5.	16.80	17.13	18.07

SCHEDULE 3
INSTRUCTOR/STAFF DEVELOPMENT/COORDINATORS
(UTILIZATION REVIEW & INFECTION CONTROL)

	<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>
<u>LEVEL</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
1.	13.55	13.55	14.29
2.	14.46	14.46	15.25
3.	15.44	15.44	16.28
4.	16.40	16.40	17.30
5.	17.80	18.15	19.14

**SCHEDULE 4
CLINICAL SPECIALIST**

	<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>
	<u>LEVEL RATE</u>	<u>RATE</u>	<u>RATE</u>
1.	13.90	13.90	14.66
2.	15.00	15.00	15.82
3.	16.11	16.11	16.99
4.	17.24	17.24	18.18
5.	18.93	19.30	20.36

Section 4: Placement on Salary Schedule at Hire.

(a) Hire in rates are based on years of experience as follows:

<u>LEVEL</u>	<u>EXPERIENCE</u>
1	0-1 year
2	1-5 yrs. <i>FB 7/1/87</i>
3	5 or more yrs.

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

Section 5: Per Diem Float Pool Salary Schedule.

<u>1/1/87</u>	<u>7/1/87</u>	<u>1/1/88</u>
\$14.90	\$14.90	\$15.66

ARTICLE XXIII - PREMIUMS/DIFFERENTIALS

Section 1: Shift Differential.

(a) An employee who is assigned to the evening tour of duty shall receive an hourly shift differential as follows:

- (i) 1987 \$1.30
- (ii) 1988 \$1.40

(b) An employee who is assigned to the night tour of duty shall receive an hourly shift differential as follows:

- (i) 1987 \$1.50
- (ii) 1988 \$1.60

(c) Shift differential, when received on a regular basis, will not be considered as part of the regular compensation pay, but will be included in payment for all paid leave time as set forth in this Agreement.

Section 2: Charge Pay.

(a) Whenever the Head Nurse or Assistant ^{Head} Nurse is absent from a Unit (including the Director of the School of Nursing) on the day shift, a Staff Nurse shall be designated as "in charge" *FB 7/1/87*.

(b) On the evening and night shift, a "charge nurse" shall be designated by the Head Nurse.

(c) The "charge nurse" shall be paid the following differential over her/his hourly rate for all hours spent in this capacity:

- (i) 1987 \$1.10
- (ii) 1988 \$1.20

Section 3: Education Differential.

An annual bonus shall be paid in two parts on June 30th and December 15th to employees for each of the following educational credentials:

(a) B.S.N. - \$300.00. This also applies to a BA or a BS in health-related disciplines if the employee was hired and received a degree before January 1, 1982.

(b) M.S.N. or Masters Degree in area of nursing expertise - \$500.00.

(c) National Professional Certification - \$100.00.

Section 4: Weekend and Holiday Differential.

An employee shall receive a differential of \$.60 in addition to her/his regular compensation rate for all hours worked on holidays and weekends.

Section 5: 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 - HOLIDAYS AND PERSONAL DAYS

Section 1: Holidays - Amount.

Regular full-time employees will be entitled to the following holidays:

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

Other accrued time off for the celebration of Yom Kippur and Rosh Hashanah may be granted to those employees for whom these Holidays are significant. Such shall not be unreasonably denied. Any holiday declared as such by Resolution of the

Bergen County Board of Chosen Freeholders shall be granted to members of this bargaining unit. Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday. Per diem employees will not receive pro-rata holiday benefits.

Section 2: Holidays - Entitlement.

Recognizing that the Employer operates each day of the year and that it is not possible for all employees to be absent on the same date, the Employer shall have the right, at its sole discretion, to require any employee to work on any of the holidays herein specified. The Employer will, consistent with the needs of the patient population, distribute holidays off ~~and~~ on an equitable basis within job classifications after consultation with the employees as to preference. 7/1/87

If a holiday falls on an employee's regularly scheduled day off, the employee shall receive a day off at the regular compensation rate, at a future mutually convenient date. If a holiday falls during an employee's vacation, the vacation may be extended by one day, or at the option of the Employer, may receive a substitute day off with the regular compensation rate at a mutually convenient date. In making such a determination, the Employer shall take into consideration the employee's expressed preference. Holiday requests shall not be unreasonably denied on a weekend.

Section 3: Holidays - Pay or Equivalent Time Off.

An employee who is not scheduled to work on a holiday will be paid for the holiday at her/his regular compensation rate and the shift differential when applicable. An employee who is scheduled on Thanksgiving Day, Christmas Day, or New Year's Day, shall be paid at the rate of time and one-half (1-1/2) for all hours worked. In addition, the employee shall receive a substitute day off at the employee's regular compensation rate and a shift differential when applicable within thirty (30) days after the holiday, or as determined by the Employer, taking into account the expressed preference of the employee and the needs of the Employer, an additional day's payment at the employee's regular compensation rate in lieu thereof. Part-time employees shall receive a full substitute day off for all holidays worked, and a pro rata benefit for holidays not worked.

All other holidays worked shall be paid at the regular rate plus sixty cents (\$.60) per hour holiday differential and shift differential when applicable and the substitute day off as outlined above.

After completion of three (3) months of service, full-time employees will be entitled to one (1) personal day per

year, non-cumulative. The personal day shall be scheduled in advance subject to the scheduling needs of the Department with the approval of the Employer. Personal day requests shall not be unreasonably denied on a weekend.

Scheduled personal days shall not be unreasonably cancelled. The Employer shall retain the same right to require work on scheduled Personal Days as on paid holidays provided that the employee shall be paid for such work at the employee's regular compensation rate plus shift differential when applicable and shall receive a substitute day off with regular payment at some other mutually convenient time. Part-time employees shall receive a pro rata benefit. Per diem employees shall receive such benefits as listed in Article XV.

The Hospital shall respond to requests for holiday time and personal days within ten (10) working days of submission. Such response shall indicate either a favorable or unfavorable reply. Requests of these kind shall not be unreasonably denied.

ARTICLE XXV - VACATIONS

Section 1: Amount.

(a) Full-time employees shall accrue vacation as follows:

(i) Less than six (6) months - no vacation days.

(ii) Six (6) months, but less than twelve (12) months - one vacation day per month, retroactive to date of hire.

(iii) Twelve (12) complete months or more - one and one-quarter (1-1/4) vacation days per month up to a total of fifteen (15) days per year.

(iv) Beginning with the sixth (6th) year - twenty (20) days per year.

(b) Part-time employees, but not per diem employees, shall receive a pro rata benefit under this Section.

Section 2: Vacation Pay.

(a) An employee entitled to vacation under Section 1 of this Article will be paid vacation at the employee's regular compensation rate including the shift differential when applicable.

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

Section 3: Scheduling.

(a) The vacation period will be the entire calendar

year subject to the needs of the Hospital as determined by the Employer. The Hospital shall make all reasonable attempts to take into account the employee's preference.

(b) Vacation days earned may be taken one (1) at a time throughout the year consistent with the needs of the individual and patient care units.

(c) The Hospital shall respond to requests for vacation time as soon as possible after submission. In no event shall such response be given later than twenty-one (21) calendar days after submission.

Section 4. Eligibility.

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

ARTICLE XXVI - SICK LEAVE

Section 1.

(a) After ninety (90) days of employment, full-time employees shall be entitled to paid sick leave earned at the rate of one and one-quarter (1-1/4) days per month for each month up to a maximum of fifteen (15) days per year. Employees may accrue sick leave indefinitely.

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

(c) An employee who changes from full-time employment to part-time status shall retain any accrued sick leave hours.

Section 2.

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

be examined by the Hospital's health service physician before being permitted to return to duty.

(b) An employee will give notice of sickness to the Nursing Office Personnel or an ADN via the telephone operator if the Nursing Office is unattended.

(c) The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition for receiving sick leave payment. Such requests will not be made in an arbitrary or capricious manner.

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

Section 3: Sick Leave - Retirement.

(a) Employees who resign after reaching age sixty (60) and those who retire through the Public Employees Retirement System, regardless of age, may choose one of the following terminal leave options:

Option 1: A lump sum payment of one-half (1/2) of the employee's earned and unused accumulated sick leave calculated at the average rate of payment earned during the year of her/his employment immediately preceding the effective date of retirement, provided that such payment shall not exceed Sixteen Thousand Dollars (\$16,000.00).

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

ARTICLE XXVII - OTHER PAID LEAVES

Section 1: Bereavement Leave.

(a) Time off with pay at the regular compensation rate plus shift differential if applicable for four (4) working days will be given in the event of the death of a member of the employee's immediate family.

Immediate family is defined as: grandparents, inlaws, parents, spouse, children, grandchildren, siblings and other relatives residing in the employee's household. Such days must be taken consecutively within a reasonable period of time of the day of the death or the funeral. The days may neither be split or postponed.

(b) Additional accrued paid time may be requested by the employee and shall not be unreasonably denied during a period of bereavement.

Section 2: Jury Duty.

(a) Amount. An employee who is summoned to serve as a juror shall be paid the difference between the employee's regular pay less the employee's pay as a juror for each work day while on jury duty, which shall not include "on call" jury duty time when employees are able to work. The receipt of a subpoena or notice to report for jury duty must be reported immediately to the Director of Nursing Service and/or his/her designee.

(b) Procedure. An employee who is summoned to jury duty will promptly notify the Employer. While on jury duty, the employee shall be placed on a Monday through Friday work schedule. No employee shall be required to serve more than five (5) days per week in any combination of jury duty and regular work time. An employee who performs jury duty pursuant to such summons and who is thereafter released from such service or duty will promptly notify the Employer of such release.

Section 3: Convention Leave.

(a) Paid leaves of absence will be authorized for elected delegates and alternates of the Association from the Hospital to attend the following Conventions:

- (i) ANA Convention.
- (ii) NJSNA Convention.
- (iii) JNESO Convention.

(b) The cost of these Conventions for those members of the Local Unit Executive Committee (President, Vice-President, Corresponding Secretary, Recording Secretary, Treasurer and Grievance Chairperson) who desire to attend shall be paid by the Hospital from the Continuing Education Fund. This shall include the cost of travel, registration, lodging and meals.

(c) The leave of absence is only for the length of the Convention up to a maximum of three (3) days.

Section 4: Paid Leave of Absence; Limitations.

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

Section 5: Union Leave.

A total of thirty-six (36) days per year is granted to the Local Unit President and/or her/his designee. The Local Unit President may use up to a total of twenty (20) days annual-

ly. The remainder of the Union Leave days will be used by the Local Unit Executive Committee.

ARTICLE XXVIII - HEALTH INSURANCE

Section 1: Blue Cross; Blue Shield; Major Medical Insurance.

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

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

(b) The Employer shall also extend the above insurance coverages to all retired employees and their eligible dependents, at its expense, provided that the employee has twenty-five (25) or more years of service with the Hospital and is retired in the Public Employee's Retirement System. The benefit to retired employees will cease upon the death of the employee.

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

(d) If an employee is on unpaid leave of absence, except as provided for in (c) above, she/he shall continue to be covered for a minimum period of one (1) month following her/his last day of payment, after which the employee shall be offered the opportunity to continue her/his coverage at personal expense through the Hospital group.

(e) Any insured employee who resigns or is terminated for any reason other than retirement or death, shall continue to be covered for a minimum period of one (1) month following her/his last day of payment, after which the employee shall have the opportunity to continue her/his coverage ~~at personal~~ ^{7B 7/1/8} at personal expense on a direct basis.

Section 2: Dental Plan.

All employees shall be provided with a County Dental Plan (#3134-05), with full family coverage. The Plan will be fully paid by the Employer.

Section 3: Prescription Plan.

A \$2.00 co-payment prescription plan shall be pro-

vided by the Employer to all Bargaining Unit employees and their dependents at the Employer's cost.

Section 4. Disability Plan.

(a) The disability plan provides for co-payment by the employee and Employer. The plan will provide for benefits equal to or better than the following: Sixty percent (60%) payment of weekly wages not to exceed \$400.00 per week for a period of one (1) year after an eight (8) calendar day waiting period from the date of illness, injury or accident. Maternity leave is covered by the plan.

(b) If an employee has accrued sick time, this must be used for forty-four (44) calendar days prior to the onset of payment of temporary disability benefits. During this waiting period, the employee shall use accrued sick time to receive payment. If the employee is still disabled on the 45th day, the temporary disability will begin. If an employee does not have accrued sick time, there shall be an eight (8) calendar day waiting period prior to payment of disability benefits.

Section 5. Vision Care.

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

Section 6. Increases.

Any increases in health benefits provided to any organized employee of Bergen County, except the police, shall also be incorporated into this Agreement.

ARTICLE XXIX - LONGEVITY PAYMENT

Each full-time employee shall receive longevity payments starting with the sixth (6th) anniversary of employment. An additional lump sum payment shall be made on the completion of each anniversary, as follows:

\$200.00 for service period of six (6) to eight (8) years;

\$400.00 for service period of nine (9) to thirteen (13) years.

\$800.00 for service period of fourteen (14) to eighteen (18) years.

\$1,000.00 for service period of nineteen (19) years or more.

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

ARTICLE XXX - DISCIPLINE/DISCHARGE

The Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. In the case of suspension and/or discharge, the Employer will notify the Union and the Local Unit Chairperson in writing of such action. If the Association desires to contest such action by grievance process, it shall give written notice to the Employer within ten (10) working days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the grievance procedure.

ARTICLE XXXI - RESIGNATION

Section 1.

(a) An employee who is resigning shall give the Employer three (3) weeks' prior written notification. The notice will commence from the date the letter of resignation is submitted to the Head Nurse with a copy to the Assistant Director of Nursing or appropriate administrative officer.

(b) An employee who decides to resign during or following a leave of absence shall give written notification to the Employer no later than five (5) days after the expiration of the leave. Terminal benefits will be forfeited if the preceding notification is not followed.

(c) In the event the Employer must terminate a provisional employee for reasons other than just cause, the employee will receive, at the Employer's option, one of the following as a terminal allowance:

(i) A fifteen (15) workday notice.

(ii) Compensation to the extent the fifteen (15) workday notice is deficient.

(d) All time accrued during such period (holiday, vacation, personal day) shall be pro-rated to the employee's termination date.

ARTICLE XXXII - SPECIALTY ITEMS

Section 1: On-Call; Operating Room.

Nurses assigned to operating room duty shall be "on call" during their non-working hours as required by the Employer pursuant to the following conditions:

(a) The Employer will establish an "on call" schedule which will be posted and which will state the names of the nurses who are on call and the dates and hours of on call duty for a four (4) week period. The Employer will make its best effort to schedule on call duty equally among the nurses assigned to operating room duty.

(b) The Employer may assign a nurse to on call duty on a daily basis; Monday to Friday, from 3:30 p.m., 4:30 p.m., or 5:30 p.m. to 7:00 a.m. the following day or on a weekend basis from 7:00 a.m. Saturday to 7:00 a.m. on the following Monday. The nurses assigned to be "on call" from Monday to Friday will work the eight (8) hours immediately preceding the designated "on call" time.

(c) Nurses assigned to on call duty shall receive \$1.25 per hour for on call compensation.

(d) A nurse who is on call shall be required to be available and return to the Hospital and perform operating room duties during their non-working hours when required by the Employer. Nurses who are required to return to the Hospital to perform such duties for eight (8) hours or less shall receive, in addition to on call compensation, eight (8) hours of pay at their regular hourly rate of payment.

(e) Nurses who return to the Hospital and perform such duties for more than eight (8) hours during the on call period shall receive eight (8) hours of payment at the hourly rate of pay and the balance of hours shall be compensated at time and one-half (1-1/2) the hourly rate.

(f) Nurses who are on call on a holiday and who perform operating room duties shall have the same rights as the other nurses in the Bargaining Unit to take compensatory time off as per Article XXIV; Section 3.

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

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

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

Section 2: On Call; Invasive Laboratory.

When called in for Invasive Laboratory procedures, the nurse shall be guaranteed a minimum of four (4) hours of paid time or time actually worked, whichever is greater, including overtime payment when such is applicable.

Section 3: Unit 65.

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

Section 4: Instructors of Nurses.

(a) Instructors will have four (4) hours per week for course preparation time. In addition, one (1) day will be allotted tri-annually for course revision. The Curriculum Committee will meet six (6) times per year.

(b) The Employer will allow one (1) Instructor of Nurses to attend the ANA, NJSNA and JNESO Convention. Additional requests will be considered by Nursing Management.

Section 5: Non-Nursing Functions.

Employees covered by this Agreement will not perform any of the following listed functions except in an emergency where patient care is immediately jeopardized or those situations requiring the supervision of a professional nurse:

(a) Transportation of patients, cadavers or specimens.

(b) Defrosting and cleaning of nourishment refrigerators; defrosting and cleaning of medication refrigerators after removal of medications by the Nursing Department.

(c) Cleaning of medication carts after the removal of medication by the Nursing Department.

(d) Obtaining and moving of equipment, including, but not limited to, beds, furniture, and orthopedic equipment.

(e) Caring for patients' personal clothing.

(f) Removal of paste from patients' hair after EEG.

(g) Cleaning of patients' units, including beds, over-bed tables and cabinets.

(h) Terminal cleaning of patient-related equipment, including bedside utensils.

(i) Except in ICU/CCU, the ultimate goal of the parties is to have trays distributed by the Dietary Staff.

(j) Removal of substances on environmental surfaces except where immediate safety is compromised.

(k) Collection of data, except that which directly pertains to the nursing process. After evaluation by the appropriate Assistant Director of Nursing, requests for data will be made in writing.

Section 6. Employee Lockers.

Access to lockers shall be made available to employees on each unit.

Section 7. General Membership Meetings

By mutual agreement between the Hospital and the Union, the Hospital shall provide the Local Unit with an available room for its general membership meeting on the fourth Wednesday of each month. If the auditorium is available, ^{such} shall be utilized. 73 7/1/87

ARTICLE XXXIII - THE IMPAIRED NURSE

JNESO and Bergen Pines County Hospital support the goal of helping a nurse impaired by alcohol, drugs, mental or physical illness to return to an acceptable level of nursing practice. Every attempt shall be made to accomplish this through confidential assistance and guidance towards voluntary participation in an effective rehabilitation program for impaired colleagues. A nurse 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 XXXIV - JOINT SAFETY COMMITTEE

Three (3) members of the bargaining unit designated by the Local Unit will be appointed to the Hospital's Joint Safety Committee.

ARTICLE XXXV - ENTIRE AGREEMENT

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

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

ARTICLE XXXVI - NO PRESUMPTION AGAINST DRAFTER

This Agreement has been the result of long and arduous negotiations over a long period of time, and the 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 XXXVII - EFFECTIVE DATES/DURATION

The term of this Agreement shall be from January 1, 1987 to December 31, 1988, at 11:59 p.m. and it shall take effect upon the execution by both of the parties.

In the absence of written notice given at least one hundred and twenty (120) days prior the expiration date by either

party to the other party of its intention to terminate, this Agreement shall automatically be renewed for a period of another year and from year to year thereafter, until such time as one hundred and twenty (120) days' notice is given prior to the annual expiration date except as indicated in Article XXXV above.

* * * * *

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly signed and attested to by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

ATTEST:

BERGEN PINES COUNTY HOSPITAL

BY: [Signature]
R.W. KORNFELD,
Personnel Officer
[Signature]
JANICE GATTO, ESQ.
Labor Counsel

ATTEST:

JNESO - NON SUPERVISORY UNIT
AT BERGEN PINES COUNTY HOSPITAL

BY: [Signature]
FRANCES BIKOFF, R.N.
Staff Representative
[Signature]
Mabelene Strickland Fred
NEGOTIATOR
[Signature]
Gladys Sweeney Vice Pres.
NEGOTIATOR
[Signature]
Rosemary Glynn, Finance Chairperson
NEGOTIATOR
[Signature]
Doris Tardella - Recording Secretary
NEGOTIATOR
[Signature]
Elizabeth Lewis, Corp. Sect.
[Signature]
Sandra Berman, Treas.
[Signature]
Kathleen Legaga
[Signature]
Margaret Koenig