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COLLECTIVE BARGAINING AGREEMENT

between

THE COUNTY OF BERGEN

and

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

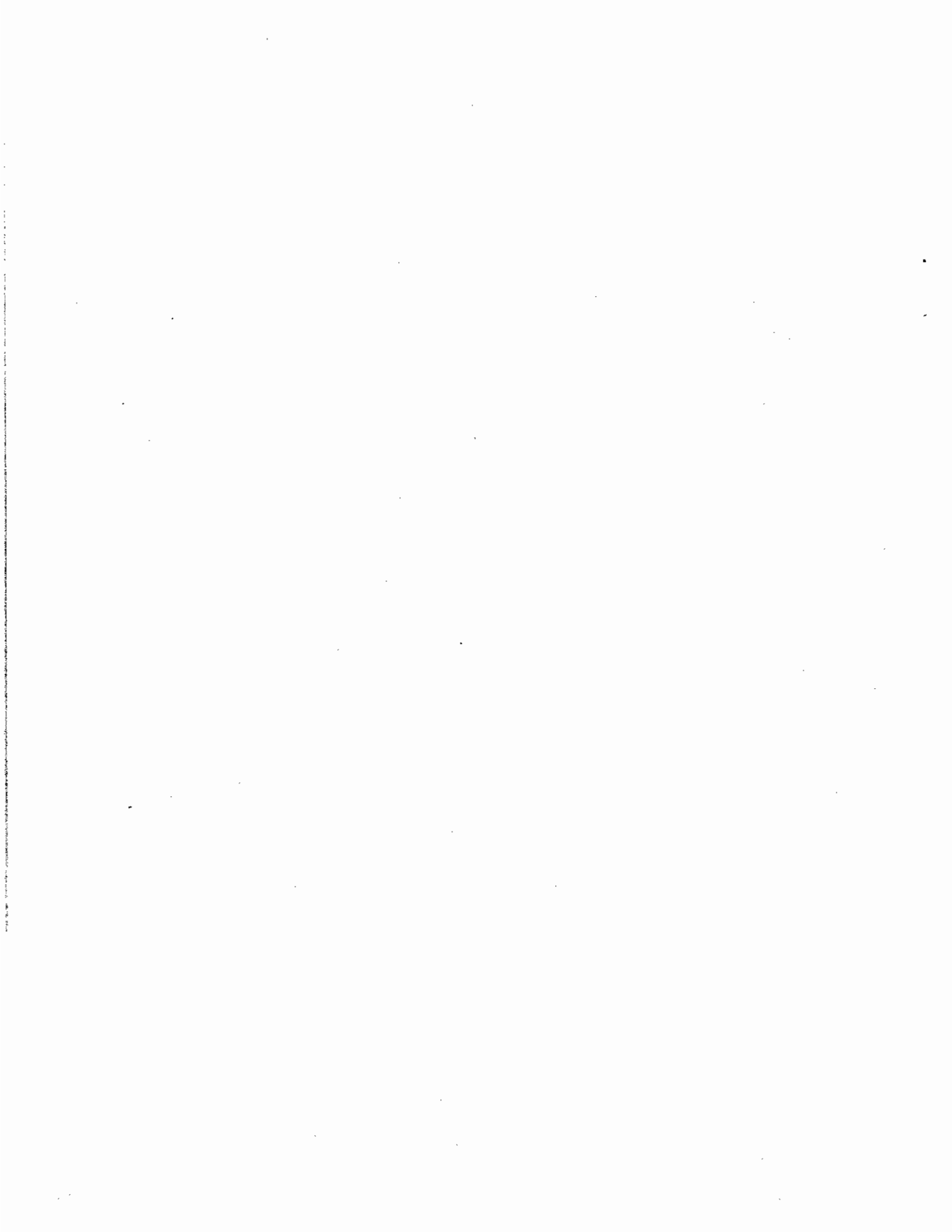
JANUARY 1, 1996 TO DECEMBER 31, 1997





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PREAMBLE

THIS AGREEMENT, dated the 1st of January, 1996, between BERGEN COUNTY hereinafter referred to as the "Employer", and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1-RECOGNITION

Section 1 - Recognized Titles

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining concerning wages, hours, and working conditions for all non-medical professional employees employed at the Hospital and excepting therefrom, managerial, confidential and supervisory employees within the meaning of the New Jersey Public Employer Employee Relations Act of 1968, as amended. This unit includes the following job titles and any new titles in use during the term of this agreement:

Alcoholism Counselor
Art Therapist
Audiologist
Clinical Psychologist
Family Counselor
Medical Librarian (Typing)
Medical Social Worker
Music Therapist
Occupational Therapist
Pharmacist
Physical Therapist
Psychiatric Social Worker
Recreation Therapist
Social Worker/Drug Abuse
Social Worker, Institution
Speech Pathologist (CFY)
Speech Pathologist
Senior Audiologist
Senior Medical Social Worker
Senior Occupational Therapist
Senior Pharmacist
Senior Physical Therapist
Senior Psychiatric Social Worker
Senior Recreation Therapist
Senior Social Worker/Drug Abuse

Senior Speech Pathologist

It is agreed between the parties in this Agreement that Bergen Pines County Hospital is an institution operated by the County of Bergen. Whenever the word Hospital is set forth in this Agreement, it is understood that the word "Hospital" is being used in place of the word "Employer" for the purpose of clarity.

Section 2 - Senior and Principal Titles

The criteria to be used when a senior or principal title is either to be filled or created are:

- (1) Fulfilling the proper New Jersey Department of Personnel rules and regulations.
- (2) Seniority.

ARTICLE 2 - NON-DISCRIMINATION

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

ARTICLE 3 - WORK FORCE DEFINITIONS

The following definitions are included in this Agreement:

- (a) **Temporary** Employment during a period of emergency or for any interim period providing the position with an announced and definitive effective and termination date.
- (b) **Provisional** The appointment of an individual to a specific vacancy pending the regular appointment of an eligible candidate from either a special re-employment or regular employment list.
- (c) **Permanent** A defined appointment for an individual who has acquired New Jersey Department of Personnel permanent status by testing or waiver in a position, after satisfactory completion of a Working-Test-Period.
- (d) **Part-Time** A part-time employee is a defined appointment for any employee who works 20 hours or greater, but not 40 hours per week.
- (e) **Per Diem** A per Diem employee is a defined appointment for any employee who works less than 20 hours per week. Per diem employees shall have no entitlement to fringe benefits offered by the employer except as modified by this agreement.
- (f) **Probation Period**

1. Upon completion of the probationary period, all employees shall be eligible to become permanent employees and shall be entered on the seniority list retroactive to the last date of hire and notice given thereof.
2. Probationary employees shall have all rights and entitlement under the New Jersey Administrative Code and Collective bargaining agreement excluding administrative law hearings or contractual arbitration when terminated from their employment with the Hospital.
3. All regular appointments to positions in the competitive, non-competitive, and labor divisions of the classified service shall be subject to a working test period except appointments from regular or special re-employment lists of appointments to a comparable or lower class title in lieu of layoff.
4. The purpose of the working test period is to enable the appointing authority to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent status.
5. The working test period shall not include any time served by an employee under provisional, temporary or emergency appointment, but shall commence with the date of beginning work after regular appointment and extend over the following: In local government services, a period of three (3) months which may not be extended.

ARTICLE 4 - JOB DESCRIPTIONS

Job descriptions drafted pursuant to New Jersey Department of Personnel regulations and by the New Jersey Department of Personnel are to be furnished to all members of the bargaining unit.

ARTICLE 5 - OUT OF TITLE WORK

Section 1 - Out of Title Work

An employee who believes he or she is not properly classified or who believes that he or she is working outside of his or her classification may file a grievance. However, if the grievance is not settled at Step 3, it shall be referred to the New Jersey Department of Personnel for conclusive findings.

Section 2 - Temporary Work Assignments

If an employee is formally assigned by a department head to perform the duties of a higher paying existent title, then, effective on the sixth (6th) consecutive work day of such performance, the employee shall be compensated by receiving the minimum salary range for the higher paying job title or the existing salary of the employee plus an additional ten (10%) percent of the salary, whichever is greater. Such compensation shall continue for the duration of the assignment. No employee shall be assigned to perform the duties of such higher paying classification except upon written directive from the supervisor or department head.

ARTICLE 6 - SALARY

All employees covered by this Agreement shall be paid an annual rate pursuant to the provisions of this Article.

Section 1 - Across the Board Raises

- (a) Effective and retroactive to January 1, 1996, all employees on the payroll as of the date of CWA's ratification, (April 16, 1997) shall receive a cash bonus of \$500.00 (pro-rated); \$40.00 for each of the first eleven months of 1996 and \$60.00 for the twelfth month of 1996.
- (b) Effective and retroactive to January 1, 1997, all employees on the payroll as of the date of CWA's ratification, (April 16, 1997) shall receive a 2.5% rate increase.
- (c) Employees who are part time or per diem and any employee who worked or recorded any payment directly from the County of Bergen in any given month in the year 1996 shall have a pro-rated entitlement to the 1996 cash bonus.

Section 2 - Step System

- (a) The parties have agreed on a step system for each job title within the bargaining unit as set forth in Appendix A annexed hereto, and made a part of this Agreement. Employees shall be paid not less than the minimum annual salary nor more than the maximum salary rate for their respective job titles, except those employees whose current salary exceeds the maximum salary in their job title, who shall receive the annual percentage increases.
- (b) Effective 1/1/96, the steps of the Step System shall be representative of the following years of experience in the discipline:

YEARS OF EXPERIENCE IN DISCIPLINE	STEP
0-1	1
1-2	2
2-3	3
3-4	4
4-5	5
5-6	6
6-7	7
7-8	8
8-9	9
9-10	10
10-11	11
11+	12

- (c) Each step shall be 4.5% of the previous step.

- (d) Employees who are below their actual experience levels shall advance one (1) step each year on their respective anniversary date of hire.
- (e) The present Step - System is terminated as of December 31, 1997.

Section 3 - General

- (a) An employee who may exceed the existent contractual maximum shall receive the proper salary increment identified in the contract, and such shall be included in the hourly rate of pay.
- (b) The Hospital agrees to employ members of the bargaining unit at a rate no greater than the lowest paid existent employee in any particular classification with equivalent years of experience in the discipline.
- (c) If, during the life of the contract, the management finds the need to raise the minimum salary of any discipline, the number of steps encompassed in said raise in minimum salary shall be eliminated from the starting end of the steps. All current employees, at the time of this salary increase, shall be moved to the level of the step comparative to their years.

ARTICLE 7 - MEDICAL, HEALTH, DENTAL AND VISION

Section 1 - Health Insurance

- (a) Employees shall receive fully-paid health insurance including Major Medical which is equal to or better than the New Jersey State Health Benefits Plan. This coverage shall be for employees and their eligible dependents. This benefit shall be available for all employees covered by this Agreement provided that they are regularly scheduled to work twenty (20) hours per week or greater, and it shall become effective after three (3) months of employment at the Hospital. 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 coverage to all retired employees and their eligible dependents, at its expense, provided that the employee has had twenty-five (25) years of service with the Employer at the Hospital and is retired through the New Jersey Public Employee's Retirement System. The benefit to retired employees will cease upon the death of the employee.
- (c) The Employer shall also extend the above insurance coverage to any employee who is on unpaid leave of absence during which there is eligibility for Worker's Compensation benefits.
- (d) If an employee is on an unpaid leave of absence, except as provided in © above, he/she shall continue to have insurance coverage as set forth in paragraph (a) above for a minimum period of one (1) month following the last date of payment of salary. The employee shall then be offered the opportunity to continue coverage at the employee's expense through the employer group (COBRA).
- (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 the last date of payment of salary. The employee shall have the opportunity to continue coverage at the employee's own expense by dealing directly with the insurance carrier.

- (f) The County may change insurance carriers or programs provided the new carrier and/or programs provided the new carrier and/or program has benefits comparable to the current State Health Benefits Plan and provided there is no diminution of benefit, and/or services. The County will, prior to changing carriers and/or programs, give the Union no less than 45 days notice of the intended change, along with a complete listing of the benefits level of the existing program and the proposed new program. In the event the Union makes a claim of diminution of benefit, such a claim will be settled via an expedited arbitration hearing.
- (g) Employees will be required to obtain precertification on hospital admissions, chiropractic and physical therapy. Second opinions will be required on surgery. The county will pay all costs in securing second opinions. The level of benefits to employees has not changed. Failure to obtain precertification or second opinion will result in a penalty of doubling the annual deductible. Such a penalty can be imposed only once a year. All employees will receive training and a booklet explaining the new program prior to the effective date of these changes.
- (h) All employees hired on or after July 1, 1997 shall be responsible for an increase in the deductible (\$200.00-individual; \$400.00-family).

Section 2 - Prescriptions

(a) Ordered by Hospital Physician

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

(b) Other Medications

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

(c) Major Medical Insurance

Under the terms of the Major Medical Insurance coverage provided by the Employer at its expense, the costs of medications for the employee or his/her eligible family members is considered an eligible expense, and under the terms of the coverage, is reimbursable after any applicable deductible at eight percent (80%) of actual cost.

(d) Entitlement to Prescription Plan as Presently Provided

Employees hired on or after July 1, 1997 shall pay \$4.00 for generic prescriptions or \$7.00 for brand prescriptions.

Section 3 - Dental Insurance Coverage

All employees in the bargaining unit must belong to a group for the purposes of establishing a dental insurance plan pursuant to this Agreement. The benefit known as the Delta Plan is sponsored by the New Jersey Dental Service Plan, Inc. It is the intention of the parties that the employees in the bargaining unit be covered by the same dental insurance plan as is provided to employees in the non-affiliated classifications.

The Hospital agrees to any proposed modification of the existent Dental Plan, so long as no additional cost is incurred by the Hospital.

Section 4 - Vision Care

All employees in the bargaining unit shall be reimbursed up to the sum of one hundred (\$100.00) dollars per annum for vision care rendered to the employee only.

ARTICLE 8 - LONGEVITY

Section 1 - Full-Time Employees

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

Amount	For Service Periods Of:
\$200.00	From six (6) to eight (8) years.
\$400.00	From nine (9) to thirteen (13) years.
\$800.00	From fourteen (14) to eighteen (18) years.
\$1,000.00	From nineteen (19) years or more.

Section 2 - Part-Time Employees

Part-time employees who work twenty (20) hours or more per week shall receive longevity benefits, regardless of whether they worked more hours in prior years.

Section 3 - Method of Payment

Longevity payments may (at the option of the employee) be added to the base salary, but may not be included in any calculation for new wages or promotional monies.

ARTICLE 9 - COMPENSATION UPON PROMOTION

Effective upon the date of provisional/temporary appointment to a higher paying job title, an employee shall receive an increase in his/her annual salary rate. The increase shall be the greater of either the minimum rate of pay for the higher paying job title or the existent salary of the employee, plus ten (10%) percent thereof. However, the employee shall not receive more than the maximum rate of pay for the higher paying job title.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

- (a) The regular work week for full-time employees shall consist of forty (40) hours per week.
- (b) Employees who work forty (40) hours or less, may alter their work week if it is mutually agreed upon by both the employee and the Employer. Whenever an alteration in the work week schedule is agreed upon by the two parties, the Union shall be notified, in writing, of such altered work week.

This provision is intended to continue an existent practice beneficial to the Employer and the employee and not designed to create any new rights or obligations.

- (c) All employees who work more than forty (40) hours per week shall be paid overtime for all such hours worked. Overtime shall be paid at the rate of time and one half (1-1/2). All overtime shall be paid for as promptly as possible and not later than four (4) weeks after the hours worked.
- (d) The Hospital agrees that any night shift which commences at 11:00 p.m., shall conclude at 7:00 a.m., on the following day.

ARTICLE 11 - COMPENSATION FOR WORK ON SATURDAY, SUNDAY AND OTHER SHIFTS

- (a) Employees scheduled to work on Saturday, Sunday or Holidays shall receive additional compensation in the sum of fifty (\$.50) cents per hour for each hour actually worked. This added compensation shall not be included in the hourly rate of pay when computing overtime pay.
- (b) Employees shall be paid a shift differential of one dollar and twenty-five (\$1.25) cents per hour for evening/night shift work, and for those hours actually worked. Pharmacists who begin work at 12:30 p.m. shall receive a differential payment after 3:00 p.m., only.
- (c) All other employees in the bargaining unit whose standard work schedule requires them to work after 5:00 p.m., shall receive a shift differential (as set forth above) for all hours worked after 5:00 p.m.

ARTICLE 12 - EMERGENCY CALL-IN PAY

Employees who are called by the Employer to return to work at their work location after the end of their regular hours of work, shall be compensated with a minimum of four (4) hours of pay at time and one-half (1-1/2) their regular rate of pay. This benefit shall be provided only if the employees have actually left the Hospital premises and not if the employees have merely left the work area and only if called by their immediate supervisor or department head.

In the event that the Hospital plans an on-call system for any service which may affect employees in the bargaining unit, then the parties will agree to meet and to negotiate appropriate rates for such systems prior to its implementation.

ARTICLE 13 - AUTOMOBILES

Section 1 - Vehicle Usage

The Hospital will provide vehicles to those employees requiring same in the course of a work-related duty/responsibility, assuming that such are available at the time of need. Such duty shall be restricted to direct patient care service. In all other instances, the Hospital will provide a vehicle if such is available.

Whenever employees are required to use their own automobile to perform work duties, they shall receive reimbursement at the rate of twenty five (\$.25) cents per mile.

Section 2 - Parking

The Hospital shall provide safe and adequate parking facilities for its employees near work locations, and it shall make available to employees, without charge, decals to identify employee vehicles in select areas. The Employer will not be responsible for loss or damage, or for summonses issued for cars parked improperly or without required decals.

ARTICLE 14 - VACATIONS

Section 1 - Choice of Vacation Leave

- (a) When feasible, a vacation leave shall be granted at the time requested by the employee. However, if the nature of the work makes it necessary to limit the number of employees in the same discipline on vacation at the same time, the employee with the greater seniority shall be given the first choice for vacation leave. Unless preferences for vacation leave are submitted to the Employer within twenty (21) calendar days after distribution of request forms to the employees by the Employer, the employee shall forfeit the seniority rights with respect to vacation preferences.
- (b) The maximum vacation benefit which may be unused and accrued is the benefit earned in two (2) successive years of employment. Unused vacation benefits in excess of the maximum benefit which may be accrued shall be forfeited.

Section 2 - Holiday Occurring During Vacation Leave

If a holiday occurs during an employees vacation leave, the holiday will be recognized by the Employer. Such recognition shall not automatically extend the employee's vacation leave; however, the employee may request that the vacation leave be extended.

Section 3 - Vacation Right in Case of Layoff or Separation

- (a) Any employee who is laid off, discharged, retired or separated from the Service of the Employer for any reason prior to taking his or her vacation leave shall be paid for any unused vacation he/she has accumulated at the time of separation.
- (b) In the case of the death of an employee, such payment shall be made to his/her estate.

Section 4 - Vacation Schedule

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

Length of Service	Vacation Benefit
Less than six (6) months	None
More than six (6) months but less than twelve (12) full months.	One (1) work day per month, retroactive to date of hire
More than one (1) year but less than six (6) years	Fifteen (15) work days per year
More than six (6) years	Twenty (20) work days per year.

ARTICLE 15 - LEAVE OF ABSENCE UNPAID

Section 1 - Eligibility and Duration

Permanent employees shall be eligible for leaves of absence after six (6) months of service with the Employer. Permanent employee may be granted a six (6) month leave of absence without pay and such leave is renewable for a period of an additional six (6) months. No leave of absence shall exceed more than one (1) year. A leave of absence may be used for educational purposes as well as other reasonable purposes.

Section 2 - Application for Leave of Absence

A request for a leave of absence shall be submitted in advance, in writing, by the employee to his or her immediate supervisor. The request shall indicate the starting and ending date of the leave of absence and the reason therefore.

A reply to the request for a leave of absence shall be furnished to the employee by the immediate supervisor, in

writing, as promptly as possible. Approval by the Employer of a request for a leave of absence will be subject to the needs of the Hospital however, approval will not be unreasonably denied.

Upon completion of a leave of absence and to the extent possible, employees shall be returned to the position they held at the time the leave of absence was approved.

ARTICLE 16 - LEAVE FOR ILLNESS

Section 1

Sick leave may be granted for the following reasons:

- (a) Absence from duty because of any non-service connected personal illness or injury by reason of which an employee is unable to perform usual duties.
- (b) Exposure to contagious diseases which results in quarantine by the Public Health Authorities.
- (c) A period not to exceed three (3) working days for emergency attendance upon a member of the immediate family seriously ill and requiring the presence of such employee. Immediate family is defined as: parent, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild or any other relative residing in the employee's household.
- (d) If an employee's doctor or dentist does not have regular office hours that is when the employee is regularly due to be off work, up to four (4) hours of sick leave may be granted to an employee. The employer reserves the right to determine when the actual office hours are and determine the employee's allowances thereafter.

Section 2

Sick leave shall not be used for:

- (a) Taking a family member to visit a doctor or dentist, except when such visit takes place as defined in Section 1 (c) of this Article.
- (b) Eye examinations or having glasses made.
- (c) Legal matters in connection with a deceased relative's affairs, except when such matters are handled during an approved funeral leave.

Section 3

The following provisions shall be complied with by the employee:

- (a) The Employer shall be notified of absence in advance or at the employee's scheduled reporting time. Failure to do so means automatic disqualification from sick pay.
- (b) Employees must complete Form 183, "Absence Notification and Request for Approval of Leave," immediately upon return to work, or sooner in case of lengthy absence.
- (c) Employees must submit a Doctor's Certificate which attests that he or she or an eligible family member was under the doctor's care and unable to work during the period of absence. Such certificate must be obtained for any absence of five (5) days or longer, or for shorter periods if requested. Waiver of such requirement for any period of less than five (5) days shall not constitute a waiver of the Employer's right to require such certificate for any period of paid sick leave. For a period of less than five (5) days, a Doctor's Certificate shall not be unreasonably requested.

Section 4

Sick Leave benefits shall accrue in the following manner:

- (a) Employees shall earn sick leave at the rate of one (1) day sick leave for each month of service for full-time employees, and proportionate amounts for part-time employees.
- (b) At the end of the first year of employment, an additional three (3) sick days' leave shall be allowed, to make a total of fifteen (15) days for the first year. Thereafter, full-time employees shall earn sick leave at the rate of ten (10) hours per month, or fifteen (15) days per year.
- (c) Employees shall be eligible for sick leave after one (1) month of service to the Hospital.
- (d) Paid sick leave shall be considered as time worked, for purposes of overtime computation and benefit coverage.
- (e) Sick leave shall be a cumulative, without limit, throughout employee's paid service at the Hospital.

Section 5

Unused sick leave may be chosen by eligible employees as an option in the Terminal Leave Benefit.

ARTICLE 17 - WORK RELATED INJURY OR ILLNESS

- (a) The employer shall provide Worker's Compensation Insurance benefits for all employees covered by this Agreement.
- (b) Employees who are unable to perform their regular duties because of injuries received while on duty at the Hospital, and who are eligible to receive Worker's Compensation benefits, shall receive paid injury leave benefits in lieu of Worker's Compensation Benefit for a period of up to thirty (30) days.

- (c) During any such period, a Doctor's Certificate shall be submitted to the Hospital every fourteen (14) calendar days.
- (d) The injury leave benefits are provided in lieu of, and not in addition to, Worker's Compensation benefits.
- (e) To be eligible for the injury benefit, employees must report the injuries promptly and formally, by notifying the immediate supervisor, and by reporting to the Employee Clinic or Emergency Room at the Hospital and must have a minimum of three (3) months of service at the Hospital.
- (f) No charge is made to the Employee by the Employer for any in-patient service provided at the Hospital, but where such service is covered by a health insurance policy, the Employer shall have the right to seek insurance company reimbursement for services rendered.

ARTICLE 18 - DISABILITY BENEFITS

Section 1

- (a) The Hospital shall provide a disability benefits insurance program during the term of this Agreement.
- (b) The benefits to be provided shall be those as set forth by the county of Bergen in its Booklet known as "Bergen County Employee's Disability Program," edited December 1993.. a Plan similar to the State Plan. Employees who are temporarily disabled will receive approximately two thirds of their salary (up to a maximum which is determined by formula annually) for up to twenty-six weeks. Once an employee becomes disabled, there is an eight-day waiting period. In addition, to the portion of the premium paid by the employer, there will be a payroll deduction for all employees for this benefit. The amount of payroll deduction will vary depending on the employee's salary).
- (c) The currently existing Disability Plan shall remain in effect. However, the parties agree that should there be legal opinion that the State Plan or its equivalent be allowable, then the Professional Group (Local 1074) may opt to join said Plan or may request to reopen discussions to propose a new type Plan (at no additional expense to the Employer).

Section 2 - Disabled Employees

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

ARTICLE 19 - FAMILY LEAVE

Pursuant to the Family Leave Act (N.J.S.A. 34:11B-1. et. seq.) employees who have worked at least 1,000 hours during the last 12 months are eligible to receive an unpaid leave of absence for a period not to exceed 12 weeks in a 24-

month period.

Leave may be taken only for the birth or adoption of a child, or the serious health condition of a family member defined as child, parent or spouse, or for a serious health condition rendering an employee unable to perform his/or her job.

Any leave granted to an eligible employee under this Act due to the serious health condition of a family member may be taken consecutively or intermittently, depending upon the legitimate needs of the employee. Any leave granted due to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the employer and must begin within one year of the adoption or birth.

Eligible employees may be required to provide prior notice to the employer if requesting a leave of absence under this Article. The employer has the right to request that an employee provide a certification issued by a health care provider in order to ensure that the employee meets the eligibility requirements.

Maternity leave shall be granted at the request of the employee who is pregnant. Accrued unused sick leave may be used at the employee's request, prior to such leave. Where any portion of maternity leave is unpaid, the employee shall have the same rights as defined in Article 15 of this Agreement.

ARTICLE 20 - TERMINAL LEAVE PAY

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

Option 1 - Lump sum payment of one-half (1/2) of the employee's earned and unused accumulated sick leave, calculated at the average rate of pay earned during the year of employment immediately preceding the effective date of retirement, provided that such payment shall not exceed \$18,000.00

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

ARTICLE 21 - JURY LEAVE

- (a) Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Jury fees (but not meal or travel allowances) collected during such service shall be assigned to the Employer as partial reimbursement for salary paid and shall fulfill the employee's obligation hereunder.
- (b) During the period of jury duty, employees shall report for work at the Hospital on any days on which they are excused from jury service, including Saturdays, Sundays, and Holidays, except when those days are regularly scheduled days off for the employee or when the employee has received permission to be off without pay.

ARTICLE 22 - PERSONAL LEAVE

Employees who have completed ninety (90) days of full-time employment at the Hospital shall be entitled to one (1) personal leave day each year, non-cumulative to be used whenever needed. Arrangements for such leave must be made by the employee at least one (1) week in advance except in case of emergency. Personal leave shall be granted with full pay, and may be taken in half-day periods.

ARTICLE 23 - FUNERAL LEAVE

In the event of death in the family, employees shall be granted up to four (4) days funeral leave with full pay. A family is defined as the relationship between an employee and his or her spouse, parents, children, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other relative residing in the employee's household. To qualify for funeral benefit, employees must notify the Employer in advance of absence from duty and not later than the time they are scheduled for duty. The Employer reserves the right to require proof of death of the family member.

ARTICLE 24 - PROFESSIONAL LEAVE

Section 1 - New Jersey Department of Personnel Examinations

- (a) Employees shall be allowed time off with pay as needed to take competitive and promotional examinations held by the New Jersey Department of Personnel.
- (b) Such time off must be requested in advance and in written form, and such privilege shall not be abused.

Section 2 - Professional Licensure

- (a) Professional employees who are required by law to take special courses or attend special seminars and conferences in order to maintain their professional licenses shall be granted time off, with pay, to take or attend such courses, seminars or conferences within the limits of Paragraphs (b) and (c) of Article 27.
- (b) Employees who take or attend such courses, seminars or conferences shall be reimbursed for the cost thereof, to a maximum of \$150.00 per employee. However, in no event shall the obligation of the Employer under this provision exceed a total amount of \$1,000.00 per year.
- (c) The Hospital agrees to pay for any certification and/or registration required by the employee or the Employer for the continuity of the position at the Hospital.

ARTICLE 25 - HOLIDAYS

Section 1 - Holidays Recognized and Observed

- (a) The following days shall be recognized and observed as paid holidays:

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

Employee shall be granted any additional holiday time which is authorized by resolution of the Bergen County Board of Chosen Freeholders.

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

Section 2 - Eligibility for Holidays

- (a) Employees regularly scheduled to work forty (40) or more hours per week shall receive eight (8) hours of holiday credit for each holiday, regardless of their assigned work schedule.
- (b) Employees regularly scheduled to work more than forty (40) hours per week shall receive the same holiday benefit as any full-time employee.
- (c) Employees regularly scheduled to work less than forty (40) hours per week shall receive holiday benefits on a pro-rata basis.
- (d) To be eligible for any paid holiday, employees must be working on the last scheduled work day before the holiday, except when employees are absent on a previously-approved absence with pay. Any absence without pay, even for part of a day, shall disqualify employees for such holiday pay.

- (e) Employees who call in sick on the day immediately preceding or following a holiday shall be required in such cases to bring or mail a Doctor's Certificate to the Payroll Office within five (5) days of the notification, or the employees shall not be eligible for either sick pay or holiday pay.
- (f) In those departments which operate on holidays, no holiday may be taken off without obtaining approval of the department head.

Section 3 - Holiday Pay for Off Duty Employees

- (a) Employees who are authorized to be off-duty on a holiday shall receive credit for that day in the pay period in which the holiday falls, and at their regular salary rate.
- (b) Full-time eligible employees whose work day on a recognized holiday differ from the standard eight (8) hours, shall be paid for eight (8) hours at their regular salary rate.

Section 4 - Holiday Pay for Employees Who Work on Holidays

- (a) Employees who work on a recognized holiday shall receive holiday credit as set forth in Section 3 above. In addition, employees shall receive pay at the regular salary rate plus 0.50 cents per hour differential for any hours actually worked. Christmas Day and New Year's Day shall be paid for at time and one half (1-1/2) for actual hours worked as additional compensation. Any additional holidays granted at time and one-half (1-1/2) to other affiliated or non affiliated groups (during the life of this Agreement) shall also be provided herein.
- (b) Employees may request cash payment for time worked on a recognized holiday.
- (c) In the absence of a request for cash payment for an eligible holiday, employees shall be credited with the appropriate number of hours worked and such hours shall be identified as "saved holiday hours" or "CTO Hours." Such saved hours shall be shown on each employee's pay check stub every pay date, and the may be used by the employees to request an alternate day off, or pay in cash, is so requested, or payment upon termination of employment.
- (d) Any accrued holiday time which exceeds twenty-four (24) hours shall be automatically converted to cash payment by the Employer.

Section 5 - Holiday Hours and Overtime Hours

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

Section 6 - Religious Holidays

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

ARTICLE 26 - LIFE INSURANCE

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

Employees shall be required to purchase an equal amount to that of the Employer during the first year of membership in the New Jersey Public Employee's Retirement System.

ARTICLE 27 - EDUCATION AND CONFERENCES

Section 1:

- (a) Employees shall be entitled to time off with pay for attendance at the following:
 - Professional seminars and conferences; and
 - Courses at an accredited university or college; and
 - Other such recognized courses provided by various institutions.
- (b) A total of 165 aggregate days per calendar year shall be allotted for the entire bargaining unit for the above purpose.
- (c) An employee within the bargaining unit shall be entitled to use a maximum of five (5) working days per employee each year for either attendance at seminars and conferences or attendance at accredited university and college courses. However, before this benefit is recognized, an employee must obtain prior approval from his/her immediate supervisor and final approval must be obtained from the Assistant Executive Director for each Service. Permission for said attendance shall be granted to employees on a first come/first serve basis until the 165 aggregate days are fully utilized.
- (d) The Employer shall set aside a fund of \$8,500.00 per year, non-cumulative, for the purpose of reimbursement of employee registration cost and fees at professional seminars and conferences. For each conference and seminar, the registration cost and fees are reimbursable up to a maximum of \$400.00 per seminar and conference exclusive of Hotel and Traveling Costs. Every employee shall receive reimbursement on the first come/first serve basis until the funds set aside for the above benefit have been exhausted.
- (e) Conference Request Procedure:
 - All Conferences requested by the Employee shall:
 - (1) be job related; (2) be in geographic proximity whenever such course is provided on frequent occasion; (3) be authorized by the Department Head; (4) be finalized only by Administrative approval (signature).

- (f) Conferences that are available in a geographical location in close proximity to the hospital shall be considered before any other like conferences.

Section 2 - Travel and Conference Expense

- (a) In accordance with County policy, the Hospital shall furnish \$90.00 per night for hotel accommodations when required for attendance at authorized conferences.
- (b) Conference travel expense shall be reimbursed at a rate of twenty two (\$.22) cents per mile for use of personal vehicle. Other associated expenses shall be reimbursed upon the employee providing receipts for those expenses, such as toll and parking. These payments shall be to the driver of the vehicle only.

Section 3 - Tuition Reimbursement

Employees in the bargaining unit will receive a tuition reimbursement provided that all of the following conditions are fulfilled:

- (a) The employee must be employed by the Employer for one (1) year, in the bargaining unit, before he/she may receive tuition reimbursement.
- (b) The employee must be a registered student, and the course applied for must be work-related, so that reimbursement may be considered. Approval must be granted by both the Department Head and the Assistant Executive Director for each service prior to the course enrollment.
- (c) The employee must receive a passing grade for the course. A grade of 'D' is not acceptable, and there shall be no reimbursement for same.
- (d) The maximum reimbursement for each employee in the bargaining unit shall be twelve (12) credits per calendar year.
- (e) If the employee terminated his/her employment with the employer within one (1) year of the completion of the course(s), he/she shall pay back all monies received from the Employer for tuition reimbursement.

ARTICLE 28 - SENIORITY

Section 1 - Definition of Seniority

Seniority is defined as the period of continuous unbroken service with the Employer. Seniority shall be the controlling factor with respect to vacation scheduling, holidays, layoffs, recall and promotions.

Section 2 - Seniority and Promotions

The Employer will endeavor to fill permanent job opportunities by promoting from the lower-rated job titles at the Hospital of those employees who possess the requirements specified by the New Jersey Department of Personnel and subject to certification by the New Jersey Department of Personnel.

If there are two or more employees with equal qualifications to perform the position offered, the employee with the greater seniority will be given preference.

Section 3 - Seniority List

The Employer shall provide a seniority list to the Local Union's Recording Secretary quarterly. The list shall show the name, job title and date of hire of all employees in the bargaining unit.

Section 4 - Definition of Break in Continuous Service

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

Section 5 - Seniority and Layoffs

- (a) In the event the Employer plans to layoff employees within the bargaining unit for any reason, the Employer shall meet with the Union whenever possible, at least ninety (90) days prior to the date of the anticipated layoff to discuss the layoff.
- (b) Layoffs shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority. In such instances, the Employer reserves the right to reassign employees as to shift and work location.
- (c) The Employer shall forward a list of those employees being laid off to the Union on the same date the notices are sent to the employees.
- (d) Employees to be laid off will have at least forty-five (45) days' notice prior to the layoff.
- (e) When an employee is laid off due to a reduction in the work force, the Employer will make every reasonable effort to reassign that employee to another job classification.
- (f) An employee, notified of a layoff (or the Union acting on behalf of one or more such employees) may discuss the notice of layoff with the Employer's Personnel Officer if the employee believes an inequity exists with respect to an employee with less seniority who has not been laid off because the employee is in a different, but similar, job classification of equal or lower rank. The Employer agrees to meet with the employee or the Union to review such claimed inequity and to notify the employee (or the Union) promptly of its decision. If the decision does not satisfy the employee, the employee may file a grievance at Step 3.

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

Section 6 - Seniority and Per Diem Employees

When the employee changes from a full-time (per diem) status to full-time (non-per-diem) employee, then the seniority of such employee shall be retroactive to the date of hire as a full-time (per-diem) employee for the purposes set forth in Article 21, Section 1.

Section 7 - Recall After Layoff

- (a) Following a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the Union and to employees at their last known address by Registered Mail. If an employee fails to report for work within fifteen (15) days from the date of mailing a notice of recall, he or she shall be considered to have quit. Recall rights for individual employees shall expire after a period equal to his or her seniority, but in no case less than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his or her last know address by Registered or Certified Mail.
- (b) No new employee shall be hired until all employees on layoff status desiring to return to work in a appropriate title have been recalled or have been given notice of recall and failed to report to work.

Section 8 - Interns and Students

Interns/students relative to this Agreement shall not be considered for seniority until they fully complete their academic status.

ARTICLE 29 - GRIEVANCE PROCEDURE

Section 1 - Procedure

- (a) The purpose of this procedure is to secure promptly, and at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.
- (b) In wording of this statement of procedure, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.
- (c) Any employee shall have the right to present his or her grievance through the steps described in the following paragraphs without restraint, interference, coercion, discrimination or reprisal.
- (d) If the Employer does not answer a grievance or an appeal thereof, within the specified time limits or any mutually-agreed to extension, the grievant shall proceed to the next step of the procedure.
- (e) A grievance which affects a group of employees shall be defined as a class grievance; such class grievance

shall not amend, modify or delete any provision of this Agreement.

- (f) Nothing herein contained shall prevent the employee from processing his or her own grievance; however, a Union steward may be present at any step of the individual's grievance.
- (g) In the event any of the parties claim that a New Jersey Department of Personnel rule or regulation has been violated, they shall be permitted to process a grievance or seek a remedy in accordance with the procedures provided by the New Jersey Department of Personnel.
- (h) When an employee has processed a grievance through the procedure described in Section 3, and the grievance has not been settled satisfactorily upon completion of Step 3, then the employee may elect to seek a remedy in accordance with the procedures available provided by the New Jersey Department of Personnel.
- (i) The term "immediate supervisor" is hereby defined as the representative of the Employer who is directly responsible for supervising the work of the employee. The parties acknowledge that in certain circumstances, the immediate supervisor may also be a department head.
- (j) The term "working days" as used in this Article shall not include Saturdays, Sundays, holidays or sick days.
- (k) Time limitations provided for the settlement of disputes may be waived or modified by mutual agreement.

Section 2 - Definition

A grievance shall be defined as a complaint by an employee or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement; or an inequitable application of the Employer's administration policies, rules or regulations which directly affect the employee or the Union; or a disciplinary action affecting said employee.

Section 3 - Settlement of Grievances

Grievances shall be settled in the following manner.

Step 1 - Immediate Supervisor

An employee who has a grievance, may within ten (10) working days of the occurrence of the grievance or within ten (10) working days from the time the employee should have reasonably discovered the grievance, notify the immediate supervisor of the grievance.

Grievances not taken within the ten (10) working days as noted above shall be deemed conclusively waived.

The employee and the immediate supervisor shall attempt to resolve the grievance at the earliest mutually

convenient time and place.

The employee has the right to the presence of the department steward during the attempt to resolve the grievance. In the absence of the departmental steward, the employee shall have the right to the presence of an alternate union representative.

A reply to a grievance at Step 1 may be oral or written at the request of the employee and shall be given within two (2) working days of receipt of the grievance. If the employee requests a written reply, then the employer may be required to reduce the grievance to writing. If no reply is received within that period, the grievance shall be deemed denied. If a grievance is not settled, or is rejected, or is deemed denied by a failure to reply by the employer at the Step 1 level, then the employee or the Union may within four (4) working days, proceed to Step 2. If the employee or the Union does not proceed to Step 2 within four (4) working days, further grievance proceedings will be deemed conclusively waived.

Step 2 - Department Head

In the event that the grievance has not been resolved at step 1, the employee or the departmental steward or a designated Union grievance representative shall present the grievance, in writing, to the department head within four (4) working days.

Within four (4) working days, a meeting will be held at a mutually convenient time and place between the department head, the employee and the departmental steward or the alternate departmental steward. The employee has the right to have the Union grievance representative present at the meeting. A written decision will be given within four (4) days, following the meeting. If the grievance has not been resolved or the department head has not responded at Step 2, the employee or the Union may within four (4) working days proceed to Step 3. If the employee or the Union does not proceed to Step 3 within four (4) working days, further grievance proceedings will be deemed conclusively waived.

Step 3 - Personnel Officer

In the event that the grievance has not been resolved at Step 2, the employee or the Union shall present the grievance in writing, to the Employer's Personnel Officer or his designee within four (4) working days of the failure to resolve the grievance. Within ten (10) working days, a hearing will be held at a mutually convenient time and place between the Personnel Officer or his designee, and the Union grievance representative. A written reply shall be given to the Union within ten (10) working days of the hearing. Both parties may have testimony given by appropriate persons, including the aggrieved employee.

Step 4 - Arbitration

In the event a grievance has not been resolved at Step 3, the Employer, or the Union, but not the employee, may within thirty (30) days give notice to the other party of its intention to submit the grievance to arbitration. Failure to give such notice shall be deemed a conclusive waiver of the right to arbitration.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall have no power to add to, subtract from, or change in any way, the terms of this Agreement, and he shall be limited to consideration of only the terms expressed therein.

The expenses of arbitration and related services shall be shared equally by the parties. The parties shall cooperate to schedule prompt hearings.

The parties shall select an arbitrator assigned by the Public Employment Relations Commission.

Section 4

- (a) The Employer will give written notification to the Union of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.
- (b) The Union reserves the right to have non-employee representatives of the Union at all steps of the grievance procedure.
- (c) To the extent necessary, the appropriate steward and the President of the Union Local or a designee may, upon obtaining approval from the immediate 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.
- (d) The names of the officers and stewards of the Local who may represent the employees shall be certified, in writing, to the Employer by the Local.
- (e) The officers of the Union and department steward shall, when situations warrant, be free to bring to the immediate attention of the Employer's Personnel Officer any condition which may be of concern to the employees of the bargaining unit or the Union.

ARTICLE 30 - DISCIPLINE AND DISCHARGE

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

Section 1 - Definition and Procedure

- (a) Disciplinary action or measures shall only include oral reprimand, suspension and discharge. Disciplinary action may be imposed upon an employee for failure to fulfill responsibilities as an employee. Discipline shall only be imposed for just cause.
- (b) Where the Employer seeks the imposition of a suspension without pay, or dismissal from service, notice of such discipline shall be made, in writing, and served upon the employee. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The written notice

served on the employee shall contain a full description of the specified act and conduct, including reference to dates, times, and places when relevant. The Union shall be notified, simultaneously.

- (c) An employee shall not be disciplined for acts which occurred more than ninety (90) days prior to the imposition of the charges, or more than ninety (90) days after the Employer learns of a punishable act, or identifies the responsible person. A grievance filed as a result of suspension or termination may be initiated at Step 3 of the grievance procedure.

Section 2 - Personnel Files

- (a) All employees shall have access to review their own personnel files upon written notification to the Personnel of officer. Such requests shall be reasonable as to frequency.

All documents contained in the employee's personnel file shall be initialed and dated by the employee at the time of examination. Such initialing 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.

- (b) Disciplinary notices and other materials unfavorable to employees shall be removed from personnel files tow (2) years after the placing of such notices and material in the files provided no additional notices and material are received by the Personnel Officer within the aforesaid two (2) year period.

ARTICLE 31 - LABOR/MANAGEMENT MEETINGS

Labor/Management meetings, to discuss matters considered important by either the Union or the Employer, may be arranged by mutual agreement between the Local President and the Employer's Personnel Officer or his designee. Meetings shall be attended by such representatives for the parties as they deem useful to the discussion.

Arrangements for the time, date, and place of such meetings shall be made in advance, and shall include a proposed list of employees who will attend and an agenda of the matters to be discussed at the meeting. Matters discussed at the meetings shall be limited to those included on the agenda.

The members of the Union attending such meetings shall not lose time or pay for time so spent, nor for up to one-half (1/2) hour spent in preparation preceding such meetings.

ARTICLE 32 - SAFETY

Section 1 - Hazardous Work Conditions

Employees shall not be required to perform work under conditions which are hazardous to their physical safety. Subject to the Grievance Procedure, compliance with safety regulations by law shall rest with Hospital Administration. A protest by employees that they may consider work hazardous shall not warrant disciplinary action.

Section 2 - Damage to Personal Property

If an employee is attacked by a patient while carrying out the duties of a job which results in damage to personal property, such as clothing or glasses, the Employer shall reimburse the employee for necessary repair or replacement.

Damage due to accidents or unintentional acts are not within the scope of this provision.

Section 3 - Joint Safety Committee

The Employer and the Union agree to establish a joint safety committee consisting of two (2) representatives of each party. The committee shall make recommendations to the Hospital administrators concerning the existence of physical conditions which are hazardous to employees, patients, or property of the Employer and recommendations for the improvement of the aforesaid conditions.

The committee may review accidents reports, receive and evaluate complaints involving safety, and investigate safety matters to the extent necessary to make recommendations. It shall conduct meetings at the Hospital as required from time to time for the sole purpose of discussing accident prevention and suggesting suitable corrective measures.

When meetings are held during the regular working hours, attendance shall be without loss of pay. A reasonable recommendation by the Joint Safety Committee which is not acted upon by the Hospital may be resolved through the grievance procedure, initiated at Step 3.

ARTICLE 33 - UNION RIGHTS

Section 1 - Orientation

The hospital will allow a Local Representative to meet with new members of the bargaining unit once at each monthly Hospital/Personnel Orientation Program with such meeting not to exceed fifteen (15) minutes.

Section 2 - Membership Packets

The employer shall provide copies of this Agreement to all employees in the bargaining unit, and to all new employees represented by the Union, along with any additional material provided to the Employer by the Union, provided it is in packet form.

Section 3 - Notice of Personnel Changes

The Employer will give notice to the Union of the names, titles, starting salaries and date of hire of all employees within the bargaining unit and the names of employees who are terminated or granted a leave of absence.

The aforesaid notice shall be provided on a monthly basis, including those employees granted a leave of absence.

Section 5 - Notice of Employer's Policy Decision

(a) Procedure

1. The Employer will notify the Union immediately, in writing, of policy decisions involving a change in assignment or work conditions of employees covered under this Agreement, partial or total closure, or termination of any facilities or operations or a consolidation or a partial or total relocation or removal of any facilities or operations.
2. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to another job for which they qualify in the service of the Hospital.

Section 6 - Collective Bargaining Procedures

A maximum of three (3) employees from the bargaining unit will receive their regular rate of pay for hours actually spent at the negotiation table subject to the following conditions:

1. Payment will be made only for those hours which coincide with the employee's regularly scheduled hours.
2. Not more than one (1) employee from any work location may be released from his or her duty for participation in collective negotiations.

Section 7 - Union Leave

- (a) Members of the Union who are elected or designated by the Union to attend any meeting or educational conference 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 Employer, in writing, by the Union at least two (2) weeks in advance and also provided that such requests are not in excess of thirty (30) working days per year for all members. The Union may accrue Union leave as defined and limited above, during the first year of this Agreement for use in the following year.
- (b) Permanent employees may be granted a leave of absence without pay for a period not to exceed six (6) months when the Union notifies the Employer that such employee has been selected to perform duties on its behalf which require absence from the Hospital premises. Such leave may be extended by the Employer for an additional period of six (6) months. The total of such leave shall not exceed one (1) year.

Section 8 - Union Dues

- (a) The Employer agrees to deduct uniform Union dues from the pay of each employee who files written authorization for such deduction. The deduction shall be made twice in each month. The amount of the

deduction shall be the same amount as the Union shall certify in writing. The Employer shall remit the deductions to the Secretary/Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, NW; Washington, DC 20001-2797, by the 15th day of the month following the month in which the deductions are made.

The employer shall also remit to the Union a list of employees from whose pay such deductions were made. A copy of the list shall also be delivered to the President of the Union Local.

The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within sixty (60) calendar days after receipt of the same of its good faith that the remittance is incorrect. The Union assumes full responsibility for the remittance upon receipt of the same. The Union agrees to indemnify and hold the Employer harmless from any claim or action commenced by an employee against the Employer arising out of the aforesaid deduction.

- (b) Agency Shop - 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 (a) hereinabove, a representation fee equal to eight-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 (a), 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 requirements, imposed upon the Union pursuant to this Paragraph and contingent upon the Union's continued compliance therewith.

- (c) Union Welfare Fund - Payroll deductions for a Union sponsored and administered welfare fund will be made upon the following conditions:
 1. The employee must file written authorization for such deductions.
 2. The amount of the deduction will not be changed for a period on one (1) year.
 3. The Union agrees to hold the Employer harmless from any and all claims arising out of the deduction and to indemnify the Employer in the event a judgement is obtained by any person against the Employer as a result of such payroll deductions.

ARTICLE 34 - TRANSFERS

- (a) Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer. Transfers will not be unreasonably denied.
- (b) Employees requesting transfers for reason other than the elimination of jobs shall be considered for transfer to equal or lower-paying job classifications on the basis of qualification and seniority, provided a

vacancy exists.

- (c) Employees requesting transfers because of the elimination of their job shall be transferred to the same job or any other job of equal classification on the basis of qualification and seniority, as soon as vacancies exist.
- (d) Where an employee is subject to an involuntary transfer or relocation, the Employer shall give written notice of such transfer or relocation to the employee as soon as possible, with a copy furnished to the Union.
- (e) If an employee feels such transfer or relocation is unreasonable, then the matter may be processed as a grievance under the grievance and arbitration process of this agreement.

ARTICLE 35 - EMPLOYEE PHYSICAL

The employees shall be examined annually by a medical doctor chosen by the Employer at a date and time to be determined by the Employer. The cost thereof shall be the responsibility of the Employer.

ARTICLE 36 - PETTY CASH FUND

It is recognized that employees of this bargaining unit frequently have to spend personal monies for job-related purposes. For this purpose, a fund of \$1,000.00 per year for use of petty cash shall be established, \$500.00 of which shall be used by employees working in the Children's Mental Health Clinic, and the remainder of which shall be used by the other employees of the bargaining unit which do not presently have such a fund in existence. None of the petty cash funds which are presently in existence shall be diminished as a result of this contract clause. The Union shall have a petty cash expenditure summary on a quarterly basis.

ARTICLE 37 - MANAGEMENT RIGHTS

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

The Union agrees that some of the activities over which Hospital Management retains sole authority are the following:

1. The types of health care service to be provided by the Hospital, and the planning, direction and control of all operations.
2. The size and location of the Hospital, the members of specific units and changes therein.

3. The means of providing health care services consistent with the requirements of law, quality standards of care, the practice of the medical staff, and the welfare of patients.
4. Implementation of any program or technological change, and introduction of new or improved methods, programs or facilities.
5. The safety of patients and employees, and the protection of property.
6. Determination of charges for services and other relationships between patients and the administration or Board of Managers of the Hospital.
7. Selection of qualified employees for hire, scheduling, promotion, laying off, transfer, discipline, and discharge for cause.
8. Maintenance of facilities or services, including performance standards, required by license, accreditation or the Hospital's standards of patient care.
9. The appointment and conduct of such technical, operational or professional advisory personnel and committee as are required for the information of the Hospital Governing Body and its administration, or the meet the requirements of license, accreditation or other obligation.
10. The designation of supervisory employees as agents of Hospital Management and the delegation of authority to them.
11. The right to promulgate and enforce reasonable rules and regulations except that this right is subject to the employee's right to use the grievance procedure to grieve an inequitable application of a rule or regulation.

When the Hospital, in the exercise of any management right, makes new rules or modifies existing rules governing those working conditions which are required by statute to be negotiated then, the effect of the action is negotiable and subject to grievance.

ARTICLE 38 - NO STRIKE NO LOCKOUT

During the term of this Agreement or any automatic renewal and notwithstanding any change in the statutes of the State of New Jersey and case law of the courts of the State of New Jersey and as same existed on the date of this Agreement, the Union and the employees shall not engage in any strike, sympathy strike or sympathy job action. The sole method for resolving any disputes or disagreements arising out of this Agreement shall be the grievance and arbitration procedure. In the event of an unauthorized strike, sympathy strike, sympathy job action slow down, work stoppage or similar type of concerted action by the employees, then the Union will use 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 any renewal thereof.

ARTICLE 39 - MAINTENANCE OF BENEFITS

Any benefit presently in effect for employees covered by this Agreement which has been recognized by the Employer shall be retained and remain in force, except where such benefit has been abridged by this Agreement, or where it has been otherwise mutually agreed upon in writing.

ARTICLE 40 - SEPARABILITY CLAUSE

If any of the provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE 41 - RENEWAL CLAUSE

This Agreement shall continue from year to year unless either party requests, in writing, ninety (90) days prior to its termination, a modification or revision of the terms and conditions set forth. Negotiations shall commence as required by law or sooner as mutually agreed upon.

ARTICLE 42 - 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 43 - TERMS OF AGREEMENT

The term of this Agreement shall be from January 1, 1996 until December 31, 1997.

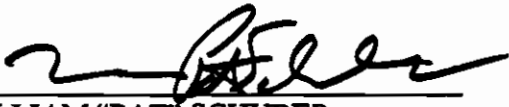
ARTICLE 44 - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and supersedes any and all rules and regulations in conflict thereof. All other rules and regulations intimately and directly affecting the work and welfare of the employees which were in effect at the time of signing of this Agreement, shall remain in effect and made part of this Agreement. In the event that the Employer proposes to make new rules and regulations which intimately and directly affect the work and welfare of the employees and which negotiated agreement would not significantly interfere with the exercise of inherent management prerogatives pertaining to the determination of governmental policy, then such rules and regulations shall be negotiated as is required by law.

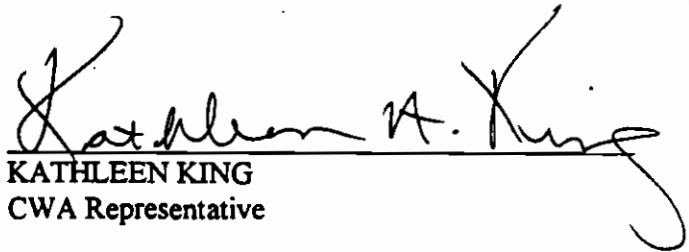
IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this Agreement to be signed by their duly authorized officer or representatives on the day and year first set forth in the Preamble to this Agreement.

BERGEN PINES COUNTY HOSPITAL

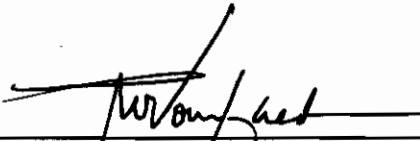
COMMUNICATIONS WORKERS OF AMERICA



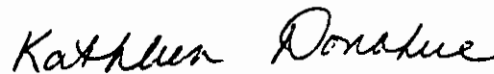
WILLIAM "PAT" SCHUBER
County Executive



KATHLEEN KING
CWA Representative



RALPH KORNFIELD
Personnel Director



KATHLEEN DONOHUE, President
CWA Local 1074

BERGEN PINES SALARY GUIDE

1996-97

Occupation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Alcoholism Counselor Medical Librarian	19,009	19,864	20,758	21,692	22,669	23,689	24,755	25,869	27,033	28,249	29,520	30,849
Social Worker Inst/DA Recreation Therapist	23,248	24,294	25,387	26,530	27,724	28,971	30,275	31,637	33,061	34,549	36,103	37,728
Psychiatric Social Wkr Medical Social Worker Clinical Psychologist Family Counselor	24,197	25,286	26,424	27,613	28,855	30,154	31,511	32,929	34,411	35,959	37,577	39,268
Sr. Social Worker,DA Sr. Recreation Therapist	25,582	26,733	27,936	29,193	30,507	31,880	33,314	34,814	36,380	38,017	39,728	41,516
Sr. Psychiatric SW Sr. Medical SW	26,617	27,815	29,066	30,374	31,741	33,170	34,662	36,222	37,852	39,555	41,335	43,195
Audiologist Speech Path/CCC Occupational Therapist	28,026	29,287	30,605	31,982	33,422	34,925	36,497	38,140	39,856	41,649	43,524	45,482
Physical Therapist	27,586	28,827	30,125	31,480	32,897	34,377	35,924	37,541	39,230	40,995	42,840	44,768
Sr. Audiologist Sr. Speech Path Sr. Occupational Therapist	29,257	30,574	31,949	33,387	34,890	36,460	38,100	39,815	41,606	43,479	45,435	47,480
Sr. Physical Therapist	30,345	31,711	33,137	34,629	36,187	37,815	39,517	41,295	43,154	45,096	47,125	49,245
Pharmacist	31,650	33,074	34,563	36,118	37,743	39,442	41,217	43,071	45,009	47,035	49,151	51,363
Sr. Pharmacist	34,815	36,382	38,019	39,730	41,518	43,386	45,338	47,378	49,510	51,738	54,067	56,500

