

11/77-12/31/78

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PREAMBLE

This Agreement made this 1st day of June 1977

by and between the Bergen County Board of Chosen Freeholders operating the Bergen Pines County Hospital in Paramus, New Jersey, hereinafter referred to as the "Employer" and the Bergen Pines Hospital Non-Supervisory Local Unit of the Jersey Nurses Economic Security Organization, an affiliate of the New Jersey State Nurses Association, hereinafter known as the "Association."

Witnesseth:

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

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

Now, therefore, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows:

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Labor Relations

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RUTGERS UNIVERSITY

Freeholders
Clark Bd

NJ State Nurses Assn
BP non Supervisory
Local unit of
Jersey Nurses Security -

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ARTICLE I - RECOGNITION

The Employer recognizes the Bergen Pines Hospital Non-Supervisory Local Unit of the Jersey Nurses Economic Security Organization, an affiliate of the New Jersey State Nurses Association, as the exclusive representative of the Registered Professional Nurses employed by the Employer in the positions of graduate nurse, assistant head nurse and head nurse for the purpose of collective negotiations under Chapter 303 of the Public Laws of New Jersey of 1968 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 and other terms and conditions of employment. The Bergen Pines Hospital Non-Supervisory Local Unit of the Jersey Nurses Economic Security Organization, an affiliate of the New Jersey State Nurses Association, 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 basis, but excluding the Director and Assistant Director of Nursing and all other supervisors as defined within the meaning of the act. The Employer may create such new non-supervisory titles as it deems necessary.

ARTICLE II - MANAGEMENT RIGHTS

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 discretion and the sole responsibility of the Hospital, and except as otherwise provided herein, the Employer retains his 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 jobs; 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 III - ASSOCIATION NOTIFICATION

Section 1. The Association and the Local Unit 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 and/or modifications of existing rules governing working conditions. Changes which are the subject of mandatory negotiation will be negotiated with the Association and the Local Unit before they are established and promulgated.

Section 2. The Employer agrees to notify the Local Unit of all newly hired employees represented by the Association in accordance with this Agreement. Such newly hired employees shall be advised that the nurses are represented by the Association for all terms and conditions of employment.

The Employer will provide the Association and the Local Unit with bulletin boards to be used by the Association and the Local Unit

for communication with the employees it represents. The bulletin boards will be conveniently located but will not be placed so as to interfere with patient care.

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 affiliated for the purpose of engaging in collective negotiations.

The Employer further agrees that it shall not directly or indirectly discourage or coerce any such nurse in the enjoyment of any rights conferred by Chapter 303 of the P. L. N. J. of 1968, or Chapter 123 of the P. L. N. J. 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 or 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 County, 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 Laws or other applicable laws and regulations.

ARTICLE IV A - PAYROLL DEDUCTION OF
ASSOCIATION DUES

The Employer agrees to deduct from the earnings of each employee membership dues to the New Jersey State Nurses Association and its affiliate groups when the employees submit proper authorization for such deduction in writing. The Association will indemnify, defend and save harmless the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Association or employees covered by this Agreement to the Employer. Dues will be deducted on a monthly basis and said dues will be forwarded to the Association at its Montclair, New Jersey office on a monthly basis.

Once an authorization is given, it shall remain in effect unless terminated by an employee upon written notice to the Employer or upon termination of the employee's employment. The filing of such a notice of withdrawal shall halt deductions as of July 1 or January 1 (which ever is sooner) next succeeding the date on which the notice of

withdrawal is filed.

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the Employer.

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

ARTICLE V - NO STRIKE CLAUSE

During the period of time of this Agreement and notwithstanding any change in existing law, the Association 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 Association, the Local Unit or employees during the term of this Agreement.

ARTICLE VI - SENIORITY

Seniority shall be defined as continuous, unbroken service with the Employer. Service will be considered broken, for the purposes of this article, if an employee who has served continuously with the Employer for at least one (1) year: (1) should resign his or her position and not be rehired by said Employer within three (3) months of said resignation; (2) should retire; (3) should suffer a validated dismissal; (4) should request and receive a voluntary transfer out of the bargaining unit or out of the work force of the Employer; (5) should be absent without leave for more than five (5) days; (6) should be laid off for more than six (6) months, provided that the Employer has a right to recall such employee within six (6) calendar months of the date of the employee's initial layoff.

Every three (3) months the Hospital will provide the Association with a seniority list showing the names, job titles and dates of hire of all employees in the bargaining unit.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Scope: Any grievance or dispute which may arise between the parties or between the Employer and an employee during the duration of this Agreement concerning the application or interpretation of the Agreement will be settled under the terms of this Article.

The term "employee" shall mean those nurses recognized in Article I - Recognition, and shall include a single employee or a group of employees.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in the Nursing Service, or the appointed designee.

The term "representative" shall include the Association and any employee authorized to act by the Local Unit.

Alleged grievances must be filed or complained of within ten (10) working days of their occurrence or will be barred.

Section 2. Information Discussion: Step 1

An employee who has a grievance will present the grievance within ten (10) working days of its occurrence to the employee's most immediate superior or appointed designee. The employee and the immediate superior shall discuss and attempt to resolve the grievance.

Section 3. Step 2

If the grievance is not resolved by the information discussion (Section 2 of this Article) it shall be reduced to writing (on appropriate forms) within five (5) working days of the informal discussion between the aggrieved employee and the immediate supervisor and the Local Unit will serve notice on either the Director of Nursing or his or her

designee. If no such notice is served it shall be deemed settled in a satisfactory manner and closed.

Within five (5) working days of the grievance notice a meeting will be conducted by either the Director of Nursing or his or her designee, with the grievant and the local Representative for the purpose of resolving the dispute. A decision will be rendered in writing within five (5) working days of all parties concerned of such meeting, to all concerned parties.

Section 4: Step 3

In the event that the grievance has not been resolved in Step 2, the employee through is or her local unit representative shall within five (5) working days of the aggrieved employee or the local unit representative of the receipt of the decision, serve written notice on either the Personnel Officer or his or her designee. If no such notice is served, the grievance will be barred. Within ten (10) working days of receipt of such notice a conference will be called by either the Personnel Officer or his or her designee with the Director of Nursing or Designee, the grievant, the local unit Representative and the Association Representative. A decision will be rendered in writing within five (5) working days to all concerned parties.

Section 5: Step 4

If no satisfactory settlement is reached between the Association

and the Employer then within ten (10) working days after the Local Representative or the Association receives the written decision of the Hospital at Step 3, the Association but not an individual employee may notify the Hospital in writing of its desire to arbitrate. If no such notice is served within the ten (10) days of the receipt of the written decision arbitration will be barred. The Arbitration 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 3. The decision of the Arbitrator shall be final and binding on the parties concerned. The expenses for the Arbitrator's services shall be shared equally by the parties concerned.

Section 6: General Provisions

The Arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. He shall have no power to add to or subtract from the Agreement.

The Hospital will give written notification to the Local Unit of grievance hearings or meetings at Step 2 for all employees in the bargaining unit.

Grievants, not to exceed three (3), and their Unit Representatives shall be allowed hearing time without loss of pay providing the

hearings occur during working hours when those involved are to have been on duty.

To the extent necessary, Grievance Committee members (limited to the employee representing the grievant), must obtain written approval, which shall not be denied unreasonably, to investigate the alleged grievance during working hours without loss in pay. Such investigation is contingent on the following:

- 1) A grievance has been validly filed.
- 2) The investigation of the grievance does not exceed two (2) hours.
- 3) The parties investigated are or have been released from their regular duties and,
- 4) The investigation does not interfere with patient care.

The employee and the Local Unit shall receive written notification of all proposed action by the Hospital as it may relate to disciplinary measures presented during the steps of the Grievance Procedure herein defined.

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 mutual consent.

ARTICLE VII A - PROBATIONARY PERIOD

All employees hired after the date of this Agreement shall be probationary for a period of ninety (90) days from the date of the commencement of work. During the period of probation an employee shall have no rights under this Agreement. Upon successful completion of the probationary 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 VIII - HOURS OF WORK

Section 1: The Work Week

The work week consists of seven (7) consecutive days starting on Sunday at 12:01 a.m. and ending the following Saturday at midnight. The Employer's past practice of scheduling work within two (2) week cycles will continue.

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

Section 2: The Work Day

Nurses who work the day or the evening tour will work eight (8) hours exclusive of a one half (1/2) hour unpaid meal period. Two (2) fifteen (15) minute paid rest periods will be included on the work

day. Rest periods will be scheduled by the head nurse or charge nurse.

Nurses who work the night tour 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 paid periods.

Section 3

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 will permit alteration of the normal work day or work week to permit experimentation with other systems of scheduling work time.

Section 5: Work Schedules

The Employer will, to the extent practicable, post a schedule of each employee's assignment including days off two (2) weeks in advance of the start of each work week. This schedule will remain in effect until it is superseded by a new schedule or changed by agreement between the Employer and the employee so concerned.

Section 6: Weekend Work

The Employer's past practice concerning alternate weekends off

for full time employees will be continued to the extent possible consistent with the needs of patient care.

ARTICLE IX - 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 X - EQUAL EMPLOYMENT

The Employer and the Association 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 XI - PART TIME AND PER DIEM EMPLOYEES

Section 1

Part-time nurses shall mean any registered nurse working twenty (20) or more hours but less than forty (40) hours per week.

Section 2

Benefits for part-time personnel shall be prorated.

Section 3

Employees who are hired after the date of this Agreement to work less than twenty (20) hours per week shall be called Per-Diem employees and shall not be entitled to any pro rating of any benefits except as expressly provided for in this Agreement.

Section 4

Employees who were hired before the signing of this Agreement to work less than twenty (20) hours a week will continue to receive all the pro rata benefits they enjoyed prior to the signing of this Agreement.

Section 5

Per diem employees shall be assigned hours of work by the Nursing Administration.

ARTICLE XII - NEWLY CREATED POSITIONS

Section 1

All promotions and transfers and newly created positions shall be subject to the pertinent civil service rules and regulations.

Section 2

If, in the opinion of the Employer, an open position demands additional qualifications than those set by Civil Service, the Employer agrees to submit to the Council of Nursing Practitioners the additional

criteria for comment but not for negotiation prior to submitting same to the N. J. Department of Civil Service for approval.

Section 3

In the event that there is a new opening for a position within the bargaining unit or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted for at least ten (10) days in a conspicuous place precisely where the new opening is, and in every event the qualifications to fill such a position. Nurses will be informed of the receipt of their request within five (5) calendar days and also five (5) calendar days after such position has been filled.

Section 4

The purpose of the above is to allow all within the bargaining unit those who are interested in the position and who have the necessary qualifications to apply. In cases of multiple applications, the employee with the most seniority shall prevail, providing that an examination is not required and all other things (education and experience) are equal.

Section 5

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

shall not be established in an arbitrary or capricious manner.

ARTICLE XIII - UNPAID BENEFITS, TIME NOT WORKED

Section 1: Personal Leave; 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 which shall include but not be limited to personal illness or emergency, education, military service, maternity leave. Leave will be granted subject to the needs of the hospital. However, such leave will not be denied in an arbitrary or capricious manner. At the end of said leave, an employee will be entitled to return to work in the first opening, in the same job title, or other job title for which he or she is qualified and is available, without any loss of previously accrued seniority. Seniority or other benefits will not accrue to an individual while on such leave.

Section 2: Personal Leave; Procedure

An employee desiring a leave of absence under Section 1 of this Article, except in the case of an emergency, will apply for it in letter form as soon as possible but in no event later than four (4) weeks prior to the commencement of such a leave; the Employer will notify the employee of its decision as promptly as possible under the given

circumstances. An employee desiring an extension of any leave of absence will submit a similar application as soon as possible but no later than ten (10) working days (excluding Saturday, Sunday, and Holidays) before the scheduled expiration of such leave, and the Employer will notify the employee of its decision in writing as soon as possible under the given circumstances. A leave of absence may be granted of up to ninety (90) working days, plus one additional extension of an additional sixty (60) working days.

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 Civil Service status, upon her request may 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 at the discretion of the Employer.

ARTICLE XIV: PROFESSIONAL PRACTITIONER STATUS

The Employer recognizes that due to their unique education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving professional nursing care in these facilities and that, therefore, procedures should 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 Hospital.

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

The Council may establish such committees or subcommittees as it deems desirable to carry out the functions 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:

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

2. 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 shall be as follows:

1. Council recommendations, or Committee recommendations approved by the Council, shall be referred in writing to the Director of Nursing, and the Hospital Administrator or his designee.

2. 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.

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

Section 3: Staff Development Program

The Employer shall continue its practice with regard to:

- A. A planned orientation program under the responsibility and direction of the Nursing In-Service Department.
- B. An organized program of In-Service education on work time.
- C. Organized program of continuous education.

Section 4: The Evaluation Process

An evaluation form shall be developed by the Nursing Administration. Thereafter each Employer covered by this Agreement will be evaluated on an annual basis utilizing such a form. All employees covered by this Agreement will have the total evaluation process done by Registered Nurses in the Nursing Department.

ARTICLE XV - MONETARY BENEFITS: COMPENSATION

FOR TIME WORKED

Section 1: Regular Compensation Rate

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

Section 2: Premium Compensation Rate:
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 regular compensation rate. 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.

Section 3: Pay

The frequency of payment shall continue as heretofore.

Section 4: Shift Differential: Evening and Night Shifts

The Employer will pay additional compensation at the rate of

53 cents per hour to an employee who is assigned to the evening and night tour of duty. Shift differential payment when received on a regular basis will not be considered as part of the regular compensation pay but will be included in payment for paid leave as set forth in Section 2 hereinabove.

Section 5: Association Rights During Negotiations

Time for negotiations will be mutually agreed upon by the Association and the Employer. Members of the Association's Negotiating Committee who are on duty shall be considered on duty while attending negotiations and shall receive their customary rate of pay.

ARTICLE XVI - MISCELLANEOUS

Section 1: Discharge Penalties

The Employer will have the right to discharge, suspend or discipline an employee covered by this Agreement for just cause. In the case of suspension and/or discharge, the Employer will notify the Association and the Local Unit Chairperson in writing within two (2) working days (exclusive of Saturdays, Sundays, and holidays) of such action. If the Association desires to contest such an action via the grievance procedure, it shall give written notice thereof to the Employer within five (5) working days, but not later than ten (10) working days from the date of receipt of notice of suspension or

discharge. In such an event, the dispute shall be submitted and determined under the grievance and arbitration procedure set forth herein, however, commencing at Step 3 of the grievance procedure.

Section 2: Resignation

An employee who is terminating by resignation will give the Employer four (4) weeks written notice, such notice to run from the date the letter arrives in the Director of Nursing Services office, or forfeit terminal benefits.

Section 3: Terminal Benefits

An employee whose employment is terminated for reasons other than just cause will receive as a terminal allowance at the Employer's option either: (a) ten (10) work days notice or compensation to the extent such notice is deficient, and (b) all such time accrued (holidays, vacation days, personal days) prorata to the employee's termination date.

ARTICLE XVII - HOLIDAYS AND PERSONAL DAYS

Section 1: Holidays - Amount

Regular full-time employees will be entitled to the following holidays: New Year's Day, Lincoln's Birthday, the day on which Washington's Birthday is legally observed, Good Friday, Memorial

Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day and the employee's birthday and any other Holiday declared by resolution of the Bergen County Board of Chosen Freeholders. Holidays which fall on a Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday. Part-time employees will receive a prorata share of holidays providing they work a prorata share of holidays. Per-diem employees will not receive pro-rata holiday benefits.

Section 2: Holidays: Entitlement

Recognizing that the Employer operates every day of the year and that it is not possible for all employees to be off on the same day, 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 on an equitable basis within job classifications after consultation with the employees as to preference.

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 (1) 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.

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 his or her regular compensation rate and the shift differential when applicable. An employee who is scheduled to work on any of the legal holidays shall be paid for work performed on that day by receiving the employee's regular compensation rate, and shift differential when applicable and the holiday differential. In addition, the employee shall receive a substitute day off at the employee's regular compensation rate and shift differential when applicable within thirty (30) days before or 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 pay at the employee's regular compensation in lieu thereof.

Section 4: Personal Business Days

After completing the probationary period full time employees will be entitled to one (1) personal day each 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.

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 and shift differential when applicable shall receive a substitute day off with regular pay at some other mutually convenient time. Part time employees shall receive a pro-rata benefit. Per diem employees shall receive no benefit under this Section.

ARTICLE XVIII - VACATIONS

Section 1: Vacations: Amount

Full-time employees shall accrue vacation by the following method.

Less than six (6) months no vacation; six (6) months to twelve (12) months one day per month retroactive to date of hire; after the first anniversary year of employment an employee shall accrue vacation at the rate of one and one-quarter (1 1/4) days per month for total of fifteen (15) in the year.

After the sixth year of employment, an employee shall accrue vacation at the rate twenty (20) days per year.

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

Section 2: Vacation: Pay

An employee entitled to vacation under Section 5 of this Article will be paid vacation at the employee's regular compensation rate including the shift differential.

Section 3: Vacation: Scheduling

The vacation period will be the entire year, subject to the needs as determined by the Employer. An employee will, subject to the Facility's operating requirements, have his or her choice of vacation time, it being recognized, however, that vacations must be scheduled by the Employer in a manner designed to insure the effective and efficient operations of each of the Facilities, including staffing needs.

Section 4: Vacation Entitlement

The vacation eligibility date shall be as heretofore. No unpaid absences shall be deemed or considered as time worked in the computation of a vacation pay. 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 XIX - SICK LEAVE

Section 1: Sick Leave: Entitlement and Amount

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

A part-time employee as defined shall receive a prorata benefit under this Section, but a per-diem employee shall not receive any benefits.

An employee who changes from full-time status to part-time status shall retain any accrued sick leave benefit.

Section 2: Sick Leave: Pay

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 sick leave benefits, 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 his or her regularly scheduled work day, except in cases of

proven inability to furnish such notice, and shall continue to give such 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.

The Employer may require that an employee submit proof of illness or accident satisfactory to the Employer as a condition of receiving sick leave pay.

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

Employees who resign after reaching age 60 and those who retire through the Public Employees' Retirement System, regardless of age, may choose one of the following Terminal Leave options:

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

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

ARTICLE XX - OTHER PAID LEAVE

Section 1: Bereavement Benefits

A full-time employee shall be paid for four (4) work days' absence in the event of death in the employee's immediate family. Immediate family shall be defined as grandparents, in-laws, parents, spouse, children, grand children, and siblings. Such days must be taken consecutively within a reasonable period of time, of the day of death or the day of the funeral and may not be split or postponed. An employee shall be paid for such days at the employee's regular compensation rate.

A part-time employee as defined will receive a prorata benefit under this Section. A per diem employee will not receive any benefits.

Section 2: Jury Duty: Amounts

A full-time employee who is called (not volunteered) to serve on jury duty 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 or his or her designee.

Section 3: Jury Duty Leave: Procedure

An employee who is summoned to jury duty will promptly so notify the Employer. 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 4: Convention Leave

Paid leaves of absence will be authorized for four (4) members of the Association from the Facility to attend the following conventions: (1) The ANA Convention and (2) the NJSNA Convention. The cost of the convention itself is to be paid by the employee desiring attendance unless other arrangements have been made. The leave of absence is for the length of the convention solely to a maximum of three (3) days.

Section 5: Paid Leave of Absence: Limitation

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 leave for false pretense or for failure to return from a leave. The Employer reserves the right to require proof of death and relationship in the case of a Funeral Leave.

ARTICLE XXI - SALARY

Full time nurses of the Hospital on January 1, 1976, and who are still so employed as of the date of signing of this agreement will receive a lump sum payment of \$56.20 in full satisfaction of all salary claims for the calendar year 1976. Full time nurses of the Hospital who became employed subsequent to January 1, 1976, and are still so employed as of the date of this agreement will receive a part of the lump sum of \$56.20 by prorating the number of regularly scheduled hours worked against 2,080 hours. Part time nurses of the Hospital who were employed as of January 1, 1976, and who are still employed or who became employed subsequent to January 1, 1976, and who are still so employed will receive a part of the lump sum of \$56.20 by prorating the number of regularly scheduled hours worked against 2,080 hours. The lump sum payments shall not increase the existing hourly rates of pay. Nurses who have left the Hospital's employment prior to the signing of this agreement shall have no rights under this agreement. The parties acknowledge that there is no cost of living provision in this Agreement.

Effective January 1, 1977, and continuing until the end of the term of this agreement the minimum hourly rate of pay for graduate nurse, assistant head nurse and head nurse shall be \$5.00 and the maximum hourly rate of pay shall be \$7.50. All nurses with an existing

hourly rate of pay which is below the minimum rate of \$5.00 will have it raised to the minimum effective January 1, 1977.

In 1977 each graduate nurse, assistant head nurse and head nurse, effective on the anniversary date of hire as a graduate nurse, shall be assigned a salary level commensurate with the year of hire as a graduate nurse, as set forth in appendix "A" attached to this agreement and shall then receive the hourly rate of pay provided at that salary level until the next anniversary date of hire. Upon the next anniversary date of hire the employee shall be assigned to the next salary level and receive the hourly rate provided therein.

Assistant Head Nurses shall receive, in addition to the hourly rates of pay provided as for by the assigned salary levels, an annual premium of \$1,000.00 which shall be due and paid in quarterly parts at the end of each quarter year. The premium shall not be considered as part of the hourly rate of pay. Head Nurses shall receive in addition to the hourly rates of pay as provided for by the assigned salary levels, an annual premium of \$1,500.00 which shall be due and paid in quarterly parts at the end of each quarter year. The premium shall not be considered as part of the hourly rate.

The Hospital has the right to hire new employees at a salary level in excess of the starting level and at salary levels commensurate with the new employees' experience as practicing nurses. The Hospital

will notify the "Association" when new employees are hired at a salary level above the starting level.

ARTICLE XXII - HEALTH INSURANCE

Section 1: Blue Cross, Blue Shield, Major Medical

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

(b) The Employer shall also extend the above insurance coverages to all retired employees and their eligible dependents, at its expense, provided the employee has twenty-five (25) years or more of service with the 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 an unpaid leave of absence, except as provided in (c) above, he shall continue to be covered for a minimum period of one month following his last date of payment, after which he shall be offered opportunity to continue his coverage at his own expense, through the Hospital group.

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

ARTICLE XXIII - LONGEVITY PAY

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:

- \$100.00 for service periods from 6 to 8 years
- \$200.00 for service periods from 9 to 13 years
- \$400.00 for service periods from 14 to 18 years
- \$600.00 for service periods of 19 years or more.

Part-time employees who work 20 hours or more per week shall receive proportionate amounts of the above benefits. Per diem employees shall not receive any benefits under this Article.

ARTICLE XXIV - 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. It may not be amended, modified, waived, extended or otherwise revised except by agreement in writing duly executed by the parties.

Both parties hereto acknowledge that they had full opportunity during the negotiations prior to the execution hereof to make any 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 contract, except as provided in the Agreement.

ARTICLE XXV - EFFECTIVE DATES AND DURATION

The term of this Agreement shall be from January 1, 1977 to December 31, 1978 at 11:59 p.m. and it shall take effect upon the execution by both parties.

In the absence of written notice given at least 120 days prior to 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 120 days notice is given prior to the annual expiration date.

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

ATTEST:

BERGEN COUNTY BOARD OF
CHOSEN FREEHOLDERS

[Handwritten Signature]

by *[Handwritten Signature]*
JEREMIAH F. O'CONNOR
Freeholder Director

Jan. 1, 1977 to Dec. 31, 1978

ATTEST:

NEW JERSEY STATE NURSES
ASSOCIATION

by *[Handwritten Signature]*
GLENN COLE SLATTERY, RN, BS

ATTEST:

BERGEN PINES HOSPITAL
NON-SUPERVISORY LOCAL UNIT
of the New Jersey Nurses Economic
Security Organization

by *[Handwritten Signature]*
JUDITH MINKER, RN

SALARY LEVELS AND HOURLY RATES
 BASED ON ANNIVERSARY DATES OF HIRE
 FOR GRADUATE NURSES, ASSISTANT
 HEAD NURSES AND HEAD NURSES

Level 1

(Date of hire through
 six months)

\$5.00

Level 2

After six months
 to end of 1st year)

\$5.25

Level 3

1st Anniversary
 date

\$5.50

Level 4

2nd Anniversary
 date

\$5.75

Level 5

3rd Anniversary
 date

\$6.00

Level 6

4th Anniversary
 date

\$6.25

Level 7

5th Anniversary
 date

\$6.50

Level 8

6th Anniversary
 date

\$6.75

Level 9

7th Anniversary
 date

\$7.00

Level 10

8th Anniversary
 date

\$7.50

APPENDIX "A"