

AGREEMENT

between

**CAMDEN COUNTY
HEALTH SERVICES CENTER
BOARD OF MANAGERS**

and

**SOUTH JERSEY
LICENSED PRACTICAL NURSES UNION
LOCAL 3633 DISTRICT COUNCIL 71
AFSCME AFL-CIO**

January 1, 1995 to December 31, 1998

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PREAMBLE

This Agreement entered into this ___th day of _____ by and between the **CAMDEN COUNTY HEALTH SERVICES CENTER BOARD OF MANAGERS**, hereinafter called the Board, and **SOUTH JERSEY LICENSED PRACTICAL NURSES UNION/Local 3633** which is affiliated with District Council 71 of AFSCME, AFL-CIO, hereinafter called the "Union", has as its purpose the promotion of harmonious relations between the Board 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, and represents the complete and final understanding on all the bargainable issues between the Board and the Union.



ARTICLE I

RECOGNITION

In accordance with the Certification of Representative of the Public Employment Relations Commission dated March 7, 1977 (Docket No. RO-85-103), the Board recognizes the South Jersey Licensed Practical Nurses Union, as the exclusive collective negotiations agent for all licensed practical nurses employed by the Board of Managers at the Camden County Health Services Center, but excluding confidential employees, managerial executives, police, professional employees, craft employees and supervisors within the meaning of the Act, and all other employees of the County.

The Board recognizes that the South Jersey Licensed Practical Nurses Union, Independent, has, as of January 17, 1989, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO. The exclusive collective negotiations agent for the employees stated above shall now be the South Jersey Licensed Practical Nurses Union, Local 3633, American Federation of State, County, and Municipal Employees, AFL-CIO (S.J.L.P.N. Local 3633, AFSCME).

The County Board of Freeholders recognizes SJLPN Local 3633 AFSCME as the bargaining representative for LPNs employed at Turning Point and the Children's Shelter.

ARTICLE II

NURSES' RIGHTS

- A. 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 Board and the Union hereby agree that every Licensed Practical Nurse subject to the Agreement shall have the right to freely organize, join and support the Union for the purpose of engaging in collective negotiations or to refrain from doing so.

- B. The Board and the Union further agree that they shall not directly or indirectly discourage or coerce any such Licensed Practical Nurse in the enjoyment of any rights conferred by Chapter 303 of the Public Laws of 1968, or Chapter 123 of the Public Laws of 1973. The parties further agree that they shall not discriminate against any such nurse with respect to hours, wages, or other terms or conditions of employment by reason of his or her membership or non-membership in the union or by his or her participation or nonparticipation in any lawful activities of the union, including collective negotiations and the institution of any grievance under this Agreement.

ARTICLE III

CHECK OFF

- A. The Board agrees to deduct from the earnings of each Employee, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S) 52:14- 15.9e, as amended, and members shall be eligible to withdraw such authority during July of each year.
- B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Council during the month following the filing of such card with the Board.
- C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of the names of all employees for whom the deductions were made by the fifteenth (15) day of the succeeding month after such deductions were made.
- D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Local Union shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board an official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deductions.
- E. The Union will provide the necessary "Check off Authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- F. The Union shall indemnify, defend, and save the Board harmless 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 Union or by the Board in reliance upon the official notification on the letterhead of the Local Union and signed by the President of the Local Union advising of such changed deduction.
- G. The Board agrees to deduct the monthly credit union deduction from the pay of those employees who request in writing that such deduction be made. This provision is made subject to the legality of the deductions, and if subsequently determined that said deductions cannot be made, the Board shall not make said deductions.

ARTICLE IV

AGENCY SHOP

- A. The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
- C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85) percent of the regular membership dues, fees and assessments.
- D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Employer.
- E. The Union shall establish and maintain a procedure whereby an individual who is paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.
- F. The Union shall indemnify, defend, and save the Employer harmless 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 or the fair share assessment information as furnished by the Union to the Employer, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

ARTICLE V

UNION NOTIFICATION

- A. **The Union 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.**
- B. **The Employer agrees to notify the Union of all newly hired Employees represented by the Union in accordance with this Agreement. Such newly hired Employees shall be advised that the Licensed Practical Nurses are represented by the Union for all terms and conditions of employment.**
- C. **The Employer shall maintain an accurate up-to-date seniority roster showing the date of hire, classification and rate of pay of each Employee covered by this Agreement, and the Employer shall furnish copies of same to the Union, on request.**
- D. **The employee and the union shall receive written notification of all proposed action by the Employer as it may relate to disciplinary measures presented during the steps of the Grievance Procedure herein defined.**

ARTICLE VI

HOURS OF WORK

A. The Work Week

1. The work week consists of seven (7) consecutive days starting 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.
2. The normal hours of work for a full time Licensed Practical Nurse will be forty (40) hours consisting of eight (8) hours in five (5) days. The regular starting time of the work shift will not be changed without prior discussion with the Union.

B. The Work Day

1. Nurses who work the day or the evening or night tour will work eight (8) hours inclusive of a three-quarter (3/4) hour meal period. Routine shifts for nursing employees shall, with the exception of special programs, be from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., 11:00 p.m. to 7:00 a.m. One (1) fifteen (15) minute paid rest period will be included in the work day. Alternate starting times can be established on an individual basis upon agreement between the individual employee and the employer. The employee can revert to the established above shift hours after 30 days.

- C. All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise their scheduled work week.

- D. Where continuous operations are required on a twenty-four hour per day, seven day per week basis, employees assigned to such a schedule will have their work assignment arranged in a manner which will provide approximately one half (1/2) of the Saturdays and Sundays off to all such employees in each calendar year.

- E. Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority as defined in Article XXV. Such preference will be exercised only when vacancies occur or when, for other reasons changes in the number of employees per shift are being made. In no instance will a senior employee be required to wait longer than one year in order to exercise his preference of shift over a less senior employee.

ARTICLE VI cont'd

F. 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.

G. If necessary to accomplish an ongoing task or at the request of the immediate supervisor, an employee shall work 15 minutes beyond the end of his or her regularly scheduled workday and shall not be entitled to any overtime payment. Entitlement to overtime pay shall begin 18 minutes after the end of the employee's regularly scheduled workday. An employee shall have the right, at all times, to leave at the end of the regularly scheduled workday if there is no expressed need to work beyond that time, as determined by their immediate supervisor. In the event that the employee works a double shift, overtime for the second shift shall commence immediately. Upon the beginning of the shift, the 15 minute free provision shall apply at the end of the second shift if necessary.

H. Employees can work a flex schedule as long as the employees and the Supervisors/Department Heads are in agreement.

ARTICLE VII

OVERTIME

- A. An Employee's regular hourly compensation rate will apply to all work, up to eighty (80) hours in a biweekly period. The regular compensation rate will not include any shift, weekend or holiday premium payment to which the Employee is otherwise entitled.

- B. Overtime is defined as any time worked beyond eight (8) hours per day or eighty (80) hours in two (2) weeks, and is granted only when the Employee is authorized to work by a Supervisor. Sick time taken will not be counted in the base weekly 40 hours worked or paid for purposes of computing overtime, effective the execution of the contract. Time and one-half (1 ½) of the employee's regular rate of pay shall be paid for work under any of the following conditions:
 - 1. All work performed in excess of eight (8) hours in any one day.
 - 2. All work performed in excess of eighty (80) hours in two (2) weeks except those hours for which time and one half (1 ½) or double time is paid, shall not be included in the eighty (80) hour base work period.
 - 3. Those Employees whose regularly scheduled shift of duties require them to work on a holiday shall receive time and one- half (1 ½) pay for the hours worked on that holiday, or Compensation Time Earned in the amount of twelve (12) hours, in addition to the pay for that day.

- C. When Employees who performed work on the sixth (6th) consecutive day of their scheduled work week, such a day shall be considered as a Saturday for the purpose of computing overtime as above. When such Employee's work on the seventh (7th) consecutive day of their scheduled work week, such a day shall be as a Sunday for the purpose of computing overtime as above.

- D. The employees shall have the option of taking compensatory time in lieu of cash payment or overtime. If and employee chooses compensatory time in any instance, the amounts of such time will be computed on the basis as set forth above.

- E. Overtime work shall be distributed as equally as possible among employees within the same classification.

- F. Overtime shall be paid currently, or at least no later than the second pay period after such overtime served.

ARTICLE VII cont'd

- G. An employee who is required to work in a higher paid classification than his own shall be certified for such work after he has performed said work for three (3) consecutive weeks, spending at least fifty percent (50%) of his time in activities under the higher paid job. The higher pay will start as of the 22nd day.**

- H. Effective the signing of this Agreement continuous shift employees other than those scheduled to work every weekend will be entitled to \$2 per hour weekend differential for time actually worked. Employees who are absent on a scheduled weekend day non-pre-approved sick, absent call, or no call will be required to make up the day on a scheduled weekend day off on the same shift at straight time without the \$2 differential. Employees on extended paid sick leave (three days or more) will not have to make up the weekend days if the extended leave overlaps the weekend.**

ARTICLE VIII

COMPENSATORY TIME

Effective upon the signing of this Agreement, employees may opt to sell back their accumulated compensatory time at the 1995 rate. Employees may retain no more than the equivalent of ten (10) days of compensatory time. Thereafter, compensatory time earned must be taken or sold in accordance with the following schedule:

Schedule on Compensatory Time

Time Earned.....	Must be taken or sold by.....
Before effective date of Agreement	April 30, 1996
From effective date of Agreement to May 1, 1996	April 30, 1997
From May 1, 1996 to April 30, 1997	April 30, 1998
From May 1, 1997 to April 30, 1998	April 30, 1999
From May 1, 1998 to April 30, 1999	April 30, 2000

Compensatory time sold will be paid by June 15 of each year at the rate in effect at the time. Employees may always retain no more than the equivalent of ten (10) days of compensatory time for their use. When using compensatory time, the oldest accrued time will be charged first.

ARTICLE IX

CALL-IN-TIME

- A. Any Employee who is required to return during periods other than his regularly scheduled hours shall be paid time and one-half (1 ½) for such work, and shall be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. If the Employee's call in time assignment and his regular shift overlap, he shall be paid time and one-half (1 1/2) for that period worked prior to the regular shift. For the balance of his regular shift, the employee shall be paid at the appropriate rate.
- B. Nothing contained in this Agreement to the contrary, notwithstanding, employees called in to work during periods other than his or her regularly scheduled hours shall be compensated as of the time he or she is called. If the employee actually reports for work at some time later than one (1) hour from the time of the call, compensation shall be for the period commencing with the time the employee reports for work.

ARTICLE X

SALARY

A. The pay scales for all employees covered by this Agreement shall be set forth in the attached schedules. Employees covered by this Agreement will receive the following pay increases.

B. Wage Scale

	9/1/95 1995	4/1/96 1996	3/1/97 1997	2/1/98 1998
New Employees	12.9751 26,988	12.9751 26,988	12.9751 26,988	12.9751 26,988
		13.3644 27,798	13.3644 27,798	13.3644 27,798
			13.7653 28,632	13.7653 28,632
				14.1783 29,491
Under 3 years	13.3644 27,798	13.7653 28,632	14.1783 29,491	14.6036 30,375
4 to 6 years	14.2758 29,694	14.7041 30,585	15.1452 31,502	15.5996 32,447
7 to 10 years	14.8833 30,957	15.3298 31,886	15.7897 32,842	16.2634 33,828
Over 11	16.0981 33,484	16.5810 34,488	17.0785 35,523	17.5908 36,589
Sr. LPN	16.1590 33,611	16.6434 34,618	17.1431 35,658	17.6574 36,727
GPN	12.6214 26,253	12.6214 26,253	12.6214 26,253	12.6214 26,253

ARTICLE X cont'd

LPN's will be moved up the scale on their anniversary date as they achieve the requisite experience as LPNs with the County.

- C. During the length of this contract the hiring rate for 1995, 1996, 1997, 1998 will remain at \$26,988. The parties agree to renegotiate the hiring rate upon the request of either party to reflect market conditions.

ARTICLE XI

DIFFERENTIAL PAY

Shift Differential for Evening and Night Shifts:

The Employer will pay an additional compensation at the rate of ten (10%) percent over the base hourly rate to an employee who is assigned to the evening, 3:00 p.m. to 11:00 p.m. tour of duty; and eight (8%) percent to those assigned to the night, 11:00 p.m. to 7:00 a.m. tour of duty. Shift differential payment when received on a regular basis will be included in its payment for any leave as set forth in above articles and sections. For those employees on flextime, shift differential will be paid according to which shift the majority of hours are worked.

ARTICLE XII

HEALTH INSURANCE

A. The Board of Managers shall continue to provide all employees with health benefits through the County plan.

- 1. Effective January 1, 1996 all participants in an HMO shall be subject to a five dollar (\$5.00) co-pay for all visits to a primary physician.**
- 2. Effective upon the signing of this Agreement, the prescription co-pay shall be four dollars (\$4.00) for name brand prescription drugs. There shall be no co-pay for generic prescription drugs or mail-in prescription drugs. However, after the purchase of three (3) consecutive months of maintenance prescription drugs, a prescription co-pay of seven dollars (\$7.00) shall be applicable for all such maintenance prescription drugs not ordered through the available mail-in procedures. The decision of the Board of Managers to require a seven dollar (\$7.00) co-pay shall be appealable through the grievance procedure.**
- 3. Employees are encouraged to utilize the services of "Preferred Providers". The County will be responsible for designating such "Preferred Providers". This program is strictly voluntary and shall not reduce the level of benefits currently provided pursuant to the County's self-insured health benefit program.**
 - a. Employees will be advised by the County of the designated "Preferred Providers" and may sign up on a voluntary basis at any time during the calendar year for one (1) full year.**
 - b. Certain other "Preferred Providers" as designated by the County may be made available to enrolled and non-enrolled employees on a voluntary case-by-case basis.**
 - c. Notwithstanding the provisions of (a) above, employees may opt out of a "Preferred Provider" program during the period of open enrollment in order to enroll in an HMO program.**

ARTICLE XII cont'd

4.

- a. In the event any participant covered by the County's self-insured health benefits program contemplates any of the elective (non-emergency) surgical procedures set forth below, a second opinion by another qualified doctor is mandatory and must be submitted. If no second opinion is submitted, the County will only pay for fifty percent (50%) of the total cost of said surgery and all related treatment and services. Participants contemplating elective surgery which requires a second opinion must contact the administrator of the County's self-insured benefits program to arrange for said second opinion, which shall be provided at no additional cost to the participant. If the employee does not follow this procedure, the County's self-insured plan will only pay fifty percent (50%) of the costs associated with the selected procedure.

ELECTIVE PROCEDURES REQUIRING SECOND OPINION

1. Bunionectomy
 2. Cataract Removal
 3. D & C (Dilation and Curettage)
 4. Hemorrhoidectomy
 5. Herniorrhaphy
 6. Hysterectomy
 7. Knee Surgery
 8. Spinal and Vertebral Surgery
 9. Ligation and Stripping of Varicose Veins
 10. Mastectomy or other Breast Surgery
 11. Prostatectomy
 12. Submucous Resection
 13. Tonsillectomy and/or Adenoidectomy
- b. All hospitalizations of a non-emergency nature must be pre-certified to verify the necessity of, and authorize the length of, an overnight hospital stay before a participant enters the hospital. Participants must contact the Administrator of the County's Self-Insured Benefits Program to arrange for pre-certification. Decisions which deny pre-certification may be appealed to the plan administrator. Employees not getting pre-certified will be liable for ½ the cost of the hospitalization.

ARTICLE XII cont'd

5. All of the elective (non-emergency) minor surgical procedures set forth below will be considered as covered benefits under the County's self-insured health benefits program only when performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing that special medical circumstances require that the procedure be performed in a hospital.

PROCEDURES WHICH MUST BE PERFORMED ON AN OUTPATIENT BASIS

- a. Tonsillectomy and/or Adenoidectomy
 - b. Simple hernia repair
 - c. Excision of skin lesions and cysts
 - d. Minor gynecological procedures
 - e. Cataract Removal
 - f. Dilation and Curettage
 - g. Tubal Ligation
 - h. Knee Surgery
 - i. Bunionectomy
 - j. Submucous Resection
 - k. Biopsies
 - l. Correction of Hammer Toe
 - m. Removal of Foreign Body
 - n. Vasectomies
 - o. Bronchoscopy
 - p. Laryngoscopy
 - q. Minor Fractures
6. Where a participant is required by his/her doctor to undergo diagnostic tests prior to surgery being performed, to be considered a covered benefit under the County's self-insured health benefits program, such pre-admission testing must be performed on an out-patient basis unless the participant's doctor certifies in advance to the program's administrator, and in writing, that special medical circumstances require that the procedure be performed in a hospital.
7. There will be no benefits paid under the County's self-insured health benefits program for any treatment provided in a hospital emergency room except where the treating doctor certifies in writing that such treatment was necessitated by an accident or life saving emergency.

ARTICLE XII cont'd

8. Participants in the County's self-insured health benefit program are encouraged to carefully review all bills they receive for covered benefits under the program. If a participant discovers an error in a bill submitted to the Administrator for payment under the program, which results in an overcharge to the County, the participant shall either advise the Administrator in writing of the error in question or contact the provider directly and have the bill corrected. Upon the submission of acceptable written documentation, the participant shall be entitled to a refund of fifty percent (50%) of the amount saved as a result of the correction of the error, up to a maximum of \$100 per bill.
9. When any payment is made under the County's self-insured health benefits program, the County shall be subrogated to all the rights of recovery of the participants against any third party. Participants will be required to enter into subrogation agreements to this effect as appropriate.
10. Mental Health and Substance Abuse benefits under the County's self-insured health benefits program will be covered at a rate of 90/10 co-insurance for both in-patient and out-patient treatment, with each type of treatment covered equally.
11. Benefits for chiropractic care under the County's self-insured health benefits program will be limited to a maximum of 12 visits per year unless a physician's order requires otherwise.
12. In January 1, 1993 the County's self-insured health benefits program will change from a coordination of benefits program to a maintenance of benefits program. The new maintenance of benefits will apply when the self-insured plan is secondary for any dependent's medical claim or retirees claim. Maintenance of benefits means that the self-insured plan pays the balance of the claim up to the amount that the self-insured plan would normally cover as if it were the primary plan.

ARTICLE XII cont'd

13. All employees hired between January 1, 1992 and the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule capped at no more than 5% of the employee's gross annual salary:

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
1	25%
2	20%
3	15%
4	10%
5	5%
6	0%

All new employees hired after the signing of this Agreement shall be required to pay a portion of the premium cost for the health care and prescription coverage selected in accordance with the following schedule:

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
1	20%
2	18%
3	16%
4	14%
5	12%
6	10%
7	8%
8	6%
9	4%
10	0%

ARTICLE XII cont'd

14. All participants currently retired from the Board of Managers and those who will retire from the Board up to and including December 31, 1995 with less than 25 years of service but more than five years of service with the Board of Managers/County, shall continue to receive all health benefits in accordance with Section A above, and at the same cost to the participant as currently exists as of the effective date of this Agreement. All such employees who retired or will retire up to and including December 31, 1995 with five (5) years of service or less with the Board of Managers/County as of their date of retirement shall be entitled to receive all health benefits as set forth in Section A above at a cost of fifty (50%) percent of the actual cost for the type of coverage selected by participants as established by the County and adjusted on an annual basis. Any participant who is ineligible for retirement and who ceases to be employed by the Board of Managers for any reason other than termination for disciplinary reasons may purchase such health benefits for a period not to exceed 120 days at a cost of fifty (50%) percent of the County's actual cost.
15. All employees who retire from the Board of Managers on or after January 1, 1996 shall be entitled to receive all health benefits in accordance with Section A above at a cost for the actual type of coverage selected by the participant as set forth in the following schedule, with the premium cost established by the Board of Managers and adjusted on an annual basis.

<u>Years of Employment</u>	<u>Percentage of Co-Pay</u>
0-5 years	COBRA
5-10 years	20%
10-15 years	15%
15-25 years	10%
25 years and over	0%

- B. The County will reimburse an employee on active pay status for the premium cost of the Medicare Plan when the employee or his spouse reaches age 65.
- C. The County will pay health insurance premiums for a plan providing benefits as required in Section A above for a County employee who has retired after twenty-five (25) years of service with the County.
- D. The County shall also extend the above insurance coverage to an employee who is on unpaid leave of absence during which there is an eligibility for Workers Compensation benefits.

ARTICLE XII cont'd

- E. If an employee is on a sick unpaid leave of absence, except as provided in no. 3 above, he shall continue to be covered for a minimum period of three (3) months 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.
- F. 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 for a year.
- G. Any employee covered by this Agreement may choose, in writing, at any time, to participate in the "Optional Health Benefits Program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance and/or prescription plan through a working spouse or who choose not to maintain the County's health coverage and/or prescription plan. Employees may opt out at any time during the year but must remain in the program for one full year.
1. If an employee chooses to participate in this program and selects one of the options set forth below, the employee shall receive the monetary incentive specified.
 2. Employees who opt to participate in this program must do so for a minimum of one (1) year at a time. However, if an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the County will immediately and retroactively to the date of restore the employee, his or her spouse and/or dependents to coverage under the County's Plan for the remainder of that year. If the employee desires to reinstate HMO coverage her or she will be required to wait until the next open enrollment period. Where an employee participates in the program for less than one full year, the County shall be entitled, through payroll deductions to recoup the prorated balance of the incentive paid. The employee shall authorize such payroll deductions, in writing, at the time the employee opts to participate in the program.
 3. The optional health benefits program provided above shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.

ARTICLE XII cont'd

4. The incentive shall be paid to the employee no later than one month after the effective date of the option.
 5. Effective January 1, 1993, the optional health benefits program provided above shall be available to all new employees on their hire date and shall be available to all current and prospective retirees under the same terms and conditions applicable to active employees.
 6. Effective January 1, 1993 the optional health benefits program set forth above shall be extended to the County's self-funded prescription program and employees who drop such coverage shall be entitled to an incentive of fifty (50%) percent of the annual premium cost, paid immediately in 1993 and equal monthly installments, in 1994 and thereafter under the same terms and conditions as are applicable to participation in the remainder of the optional health benefits program.
 7. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option.
- H. Effective January 1, 1996, the Board of Managers will enroll all employees in the New Jersey Temporary Disability Benefits Plan.
- I. The Board of Managers and the Union agree to co-market the following insurance programs to current and retired employees:
1. Mail order prescription plan
 2. Health and/or prescription opt out program
 3. Preferred Provider Organizations (PPO)
 4. 65+ Medicare Plan for retirees
- J. The Board of Managers and the Union agree that the Board of Managers will re-enroll employees in the health and prescription plans in December every two years in order to verify dependent coverage.

ARTICLE XIII

HEALTH AND WELFARE

1. The Employer will continue to cover, all employees thereunder for medical and hospital insurance, dental in accordance with the provisions of this contract.
2. It is further agreed between the employer and the union that the employer will pay or caused to be paid to the County dental plan to cover all employees in SJLPNU Local 3633 one (1) month after effective date of this agreement.

ARTICLE XIV

SICK LEAVE WITH PAY

- A. Sick leave is hereby defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family who is ill and requires the presence of the employee.
- B. The term "immediate family" is hereby defined to include the following: mother, father, foster parents, mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse, children or foster children to the employee significant permanent human member of the household with an intimate personal relationship with the employee and grandmother and grandfather.
- C. Any employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than one (1) hour before the employee's usual reporting time except in cases of extreme emergency where the employee is not able to do so. Failure to give such notice may be cause of denial of the use of sick leave for that absence, and may constitute cause for disciplinary action.
- D. Sick leave shall accrue for regular full-time employees at the rate of one (1) day per month during the first calendar year of employment and one and one-quarter (1 ¼) day per month per year in every calendar year of employment thereafter, and shall accumulate from year to year.
Part-time permanent employees shall be entitled to sick leave on a pro-rated basis. Sick time must be earned before taken.
- E. If any employee is absent for five (5) consecutive work days (or after fifteen (15) days sick leave in any one (1) year for any reason set forth in the above rule), the Board shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was absent shall be stated on a doctor's certificate.
- F. At the discretion of the Department Head, the employee seeking sick leave may be required to submit medical evidence to substantiate his request. Failure to provide adequate medical evidence may result in the denial of sick leave benefits, and the employee will suffer a loss of his pay for any unauthorized time period.

ARTICLE XIV cont'd

- G. Abuse of sick leave will be cause for disciplinary action.
- H. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Public Health Department.
- I. Full-time temporary employees in the Board service shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- J. Employees on a daily, hourly, or seasonal basis are not eligible for sick leave.
- K. Resignation

An employee who is terminated by resignation will give the employer two (2) weeks written notice, such notice to run from the date the letter arrives in the Director of Nursing Services Office, or forfeit terminal benefits.

Terminal Benefits

1. An employee whose employment is terminated for reasons other than just cause will receive as a terminal allowance: (a) ten (10) working days notice or at the employer's option compensation to the extent such notice is deficient, and (b) all such time accrued (holidays, vacation days, personal days) pro-rata to the employee's termination date.
2. Employees who resign after age sixty (60) and those who retire through the Public Employees Retirement System, regardless of age, may choose one of the following Terminal Leave options.
 - a. Option 1. Lump-sum payment of one-half (1/2) of the employee's earned and unused accumulated sick leave, calculated at the average regular rate of compensation earned during the year of his employment immediately preceding the effective date of retirement, provided that such payment shall not exceed \$12,000.00.
 - b. Option 2. One (1) day of pay for each full year of service with Health and Welfare benefits presently in effect for the employees which have been uniformly granted by the Hospital to all employees covered by this Agreement will remain in effect except where the same have been expressly abridged by this Agreement or otherwise agreed in writing by both parties

ARTICLE XV

MILITARY LEAVE

A permanent employee who enters upon active duty in the United States Military Service in time of war on emergency or who is actively engaged in reserve or National Guard duty will be granted a leave of absence in accordance with law.

ARTICLE XVI

JURY DUTY

A. Employee shall be given time off without loss of pay when performing Jury Duty in the following circumstances:

- 1. In State/County Court, the employee shall serve without loss of pay and is allowed to retain any stipend for services.**
- 2. In Federal Court, the employee shall receive full pay plus a maximum stipend of five (\$5.00) dollars paid by the Federal Court. All monies received by the employee in excess of five (\$5.00) dollars paid by the Federal Court in services as a Federal Juror shall be returned to the Chief Financial Officer.**

ARTICLE XVII

COURT TIME

An Employee shall be given time off without loss of pay when commanded to appear as a witness and not a party at any proceeding where said employee must give testimony.

ARTICLE XVIII

EMERGENCY LEAVE

Employees shall be given time without loss of pay when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor of the State of New Jersey or the President of the United States.

ARTICLE XIX

PERSONAL LEAVES

- A. **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 Employer. 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 any other benefits will not accrue to an individual while on such leave.
- B. **Personal: procedure**
An Employee desiring a leave of absence under Section A 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 notify the Employer of its decision as promptly as possible under the given circumstances. An Employee desiring an extension of a leave of absence will submit a similar application as soon as possible but not 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 up to ninety (90) working days, plus one (1) additional extension of an additional sixty (60) working days.
- C. **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.
- D. **Employees returning from authorized leaves of absence as defined above will be restored to their original classification at the appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits.**
- E. **The Board shall be advised at least one (1) week in advance of the request for time off from any employees under this Agreement seeking to utilize the aforementioned time.**

ARTICLE XX

BEREAVEMENT LEAVE

1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, but in no event to exceed four (4) consecutive working days, one of which shall be the day of death or the day of the funeral.
2. The term "immediate family" shall include mother, father, foster parents, mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother, sister, son-in-law, daughter-in-law, spouse, children, foster children, brother-in-law, sister-in-law and significant human member of the household with an intimate personal relationship with the employee.
3. A part-time employee will receive a pro rata benefit under this section.

ARTICLE XXI

MATERNITY LEAVE

1. Notification of pregnancy shall be made in writing to the Board no later than the sixth (6th) month of pregnancy.
2. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work providing the attending physician approves and so advises in writing.
3. An employee who has accumulated at least five (5) years of service shall, upon the Employer being satisfied she is pregnant, be permitted up to four (4) weeks leave with pay, either prior to or subsequent to the delivery of her child, or any combination thereof, provided that payment shall not be made until said employee returns for permanent duty.
4. In addition to any other leave provided for in this section, a female employee who has permanent Civil Service status and at least five (5) years of service, shall be granted earned and accumulated sick leave up to a maximum of one (1) month prior to the expected date of confinement, and up to a maximum of one (1) month after the actual date of birth.
5. When requested by the Employee, the Board may approve a leave of absence without pay not to exceed six (6) months, and the total leave shall not exceed one (1) year. Granting of an extension is at the discretion of the Board.

ARTICLE XXII

PERSONAL BUSINESS

After ninety (90) days full-time employee will be entitled to three (3) personal days each year for personal, business, household or family matters which shall be noncumulative. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside the work day. Personal, household, or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family. A request for a personal day, along with the reasons therefore, must be submitted at least three (3) full working days in advance, except in an emergency. Scheduled personal days shall not be unreasonably canceled.

ARTICLE XXIII

WORKERS COMPENSATION

- A. When an employee is injured on duty, he is to receive Workers Compensation due him plus the difference between the amount received as compensation and his salary during the period of temporary disability, to a maximum of forty-five (45) working days. Employees entitled to Temporary Disability under Workers Compensation will receive regular payroll checks for the first 45 days. During that period, the temporary disability check will be signed over to the County.

- B. In the event of continued temporary disability beyond the forty-five (45) day period aforementioned, the eligible employee will continue to receive the worker's compensation; if the employee is entitled to use and authorizes the employer to charge time to accumulated sick leave, the employee may receive the difference between the amount received as worker's compensation and his salary.

ARTICLE XXIV

MISCELLANEOUS PAID BENEFITS

B. Education Fund

1. It is further agreed between the Employer and the Representative that the Employer will pay or cause to be paid to SJLPNU Local 3633, the sum of \$1,600.00 to be utilized for education purposes per year.
2. The Union agrees to save and hold harmless the Employer from any liability arising out of the administration of the funds and further agrees to make available to the Employer, audits or reports dealing with said funds as same shall become available.

C. The Local shall be allowed a total of 80 days off per year to be utilized by the local for conventions, seminars, conferences, and meetings called by the District Council. Unused days shall be carried over to the next year and shall be utilized first.

D. Employees required to travel on authorized, necessary Health Services Center business and who are required to insure their personal vehicle shall be reimbursed at twenty-eight (\$.28) cents a mile plus out-of-pocket expenses. If the Board increases management rate, then the Union's rate will likewise increase.

ARTICLE XXV

SENIORITY

- A. Seniority shall be defined as an Employee's total length of service with the Employer beginning with his or her original date of hire. 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 months of said resignation; (2) should retire; (3) should be dismissed for cause, (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) calendar months of the date of the Employee's initial layoff.
- B. If an Employee sustains a break in service (as distinguished from an authorized leave of absence) he or she shall not accrue seniority credits for the time he or she was not employed by the Employer.
- C. Every three (3) months the Hospital will provide the Union with a seniority list showing the names, job titles and dates of hire of all employees in the bargaining unit.
- D. If a question arises concerning two (2) or more Employees who are hired on the same day, preference shall be given in alphabetical order of the Employee's last name, except for employees hired prior to January 1, 1981 whose seniority shall be determined by the order in which the employees are shown on the Board's payroll records.
- E. Except where New Jersey Civil Service Statutes provide otherwise, in cases where promotions, layoffs, recalls and vacation schedules are concerned, an Employee with the greatest amount of seniority shall be given preference provided the Employee has the ability to perform the work involved.

ARTICLE XXVI

HOLIDAYS

A. All holidays are separated as follows:

FREEDOM OF CHOICE

CHOICE HOLIDAYS

ESTABLISHED HOLIDAYS

Martin Luther King Day
Columbus Day
Presidents Day
Veteran's Day
Election Day
Day after Labor Day

New Years
Christmas

Memorial Day
Fourth of July
Labor Day
Thanksgiving
Employee's Birthday
Good Friday

Established and choice holidays shall be celebrated on the day on which they are observed and employees shall normally receive the day off, with pay. If required to work, they shall be entitled to holiday pay in addition to their regular pay. Employees on a seven day schedule, only, shall be entitled to choose when they will celebrate choice holidays by selecting either New Years Eve, New Years Day or the day after New Years for the New Years Day holiday, and either Christmas Eve, Christmas Day or the day after Christmas for the Christmas Day holiday.

Employees must submit three options for minor floating holidays 2 weeks prior to the posting date of the schedule in which the holiday occurs. Monday thru Friday employees will submit their three choices two weeks before the celebrated day of the holiday. The three options must be Monday through Friday and must be within the time period covered by the schedule to be posted. When there is a conflict due to staffing, the Board will use seniority to determine who gets which days off. In any case, the employee must be given one of three choices. Those employees who select fewer than three days will have a day assigned within that period if they cannot be accommodated on the day they want.

Any other holiday declared by resolution of the Board of Managers. All work performed on the Day after Thanksgiving will be compensated at straight time compensatory time provided that the day after Thanksgiving is declared off by the Board of Managers.

B. Holidays - Entitlement:

1. Recognizing that the Employer operates every day of the year and that it is not possible for all employees to be off the same day, the Employer will, consistent with the needs of the patient population, distribute holidays off on an equitable basis within job classification after consultations with full time and part time employees as to preference and considering the needs of the hospital.

ARTICLE XXVI cont'd

2. 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 day off at 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 and the needs of the hospital.

C. Holidays - Pay or Equivalent Time Off

1. An employee who is not scheduled to work a holiday will be paid for the holiday at his or her regular compensation rate. 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 base compensation rate and shift differential when applicable. In addition, the employee shall receive either a substitute day at the employee's base compensation rate and shift differential when applicable. Compensatory time off hours may be accrued to a maximum of twenty-four (24) for holidays only.
2. The Board shall retain the same right to require work on scheduled days as on paid holidays, provided that the employee shall be paid for such work at the employee's base compensation rate and shift differential and, 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.

- E. 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.**

ARTICLE XXVII

LONGEVITY

Longevity Pay

1. Longevity pay will be granted annually on or about December 1, of each year in a separate check, to all CLASSIFIED Civil Service employees, with 5 or more years of full time service on that date, as per the following schedule:

After 5 years of service	2% to a maximum of \$600
After 6 years of service	3% to a maximum of \$700
After 7 to 10 yrs of service	4% to a maximum of \$800
After 10 to 15 yrs of service	5% to a maximum of \$1,000
After 15 to 20 yrs of service	6% to a maximum of \$1,200
After 20 years and over	7% to a maximum of \$1,400

The employee must be an employee of the hospital as of July 1st of the year longevity is to be paid. In computing longevity pay the effective date shall be December 1st. If the employee leaves the service of the hospital after July 1st, but prior to December 1st of the current year, his longevity shall be pro-rated. If deceased, but eligible, longevity pay, as provided above, shall be paid to decedent's estate. In calculating longevity pay, continuous service with the County only, will be considered. However, employees who are laid off by the County and later recalled within two years (2) will not be considered to have a break in their employment for the purposes of this Article.

ARTICLE XXVIII

VACATION

- A. Employees in the L.P.N. or County Service shall be entitled to vacation as follows:
1. Permanent full-time employees in the County Service shall be entitled to the following annual vacation with pay:
 - a. Up to one year of service, one working day's vacation for each month of service.
 - b. After one year and up to ten years of service, twelve (12) working days' vacation.
 - c. After ten years and up to twenty years of service, eighteen (18) working days' vacation.
 - d. After twenty years of service, twenty (20) working days' vacation.
 2. Temporary full-time employees in the County Service shall be entitled to vacation leave to the same extent such leave is provided for permanent employees.
 3. LPN or Permanent part-time employees shall receive vacation leave on a pro-rated basis, in accordance with the above schedule. Said employee shall have the right to take any vacation days that they would be entitled to any time during the year.
- B. In order to exercise seniority, vacation requests shall be submitted by the employee to his or her Department Head by April 1st so that the Department Head can prepare the vacation schedule for the calendar year. Failure to submit such a request by April 1st will result in a loss of seniority preference for the employee. The scheduling of all vacations is subject to approval of the employee's Department Head.
- C. Employees shall be allowed to use vacation time not accrued, in anticipation of continued employment provided that such time is scheduled time with the approval of the Department Head.

ARTICLE XXVIII cont'd

- D. If an employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be calculated and paid to his estate.
- E. Vacation time cannot be used for sick time without the express written consent of the employee.
- F. Where, in any calendar year, the vacation leave or any part thereof is not used, such vacation period shall be accumulated, and shall be granted only during the next succeeding calendar year.

ARTICLE XXIX

NO-STRIKE PLEDGE

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

- B. The Union agrees that it will make a reasonable effort to prevent its members from participating in any strike, working stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Board, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring out compliance with the Union order.

- C. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the union or its members.

- D. The Board agrees that it will not engage in the lock-out of any of its employees.

ARTICLE XXX

EQUAL EMPLOYMENT

- A. The Board and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- B. The Board and the Union agree that all members covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Union against any member because of member's membership or non-membership or activity or non-activity in the Union.
- C. The Board may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced, insofar as practicable.
- D. This Agreement shall be equitably applied to all employees covered by the Agreement.

ARTICLE XXXI

GRIEVANCE PROCEDURE

A. Scope

The term "grievance" as used herein means an appeal by an individual employee or the union on behalf of an individual employee or group of employees from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. No grievance may proceed beyond Step One herein, unless it concerns the application or interpretation of this Agreement.

B. Definitions

1. The term "employee" shall mean those Licensed Practical Nurses recognized in Article I - Recognition, and shall include a single employee or a group of employees.
2. The term "representative" shall include the Union and any employee authorized to act for the Union.

C. Time Limitations

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

D. The following procedure constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

1. **Step One - Informal Discussion -** An employee who has a grievance will present the grievance within ten (10) working days of its occurrence to the employee's most immediate supervisor. The employee and the shift supervisor shall discuss and attempt to resolve the grievance.
2. **Step Two -** If the grievance is not resolved by the informal discussion (Step One), it shall be reduced to writing (on appropriate forms) within five (5) working days of the informal discussion and the written grievance will be served on the Hospital Personnel Office. If no such notice is served, it shall be deemed settled in a satisfactory manner and closed. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. Hospital/Personnel Office or designee shall have 10 working days to submit and render a written decision.

ARTICLE XXXI cont'd

3. **Step Three - In the event the employee wishes to appeal the decision of the Employer's representative at Step Two; such appeal shall be presented in writing to the Hearing Officer within five (5) working days after the decision at Step Two. The presentation to the Hearing Officer shall include copies of all previous correspondence relating to the matter in dispute. The Hearing Officer shall conduct a Hearing within twenty (20) working days of the submission and it shall render a decision in writing within ten (10) working days of the Hearing.**

4. **Step Four - If either party wishes to appeal the decision of the Hearing Officer, such appeal shall be presented in writing to the Chief Executive Officer within five (5) working days thereafter, with copies to the opposing party. Opposing party shall have 10 working days to respond to the appeal of the grievance. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chief Executive Officer, shall respond in writing, to the grievance within ten (10) working days of the submission.**

5. **Step Five - If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right within ten (10) working days to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. If no such notice is served within the Ten (10) day period, arbitration will be barred. The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.**

E. Authority of Arbitrator

1. **The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance.**

ARTICLE XXXI cont'd

2. The arbitrator shall not have the authority to add to, modify detract from, or alter in any way the provisions of the Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefor and shall be final and binding on the parties.
3. Only one (1) issue shall be submitted to the Arbitrator for his determination in any single case unless otherwise mutually agreed to by the parties.

F. General Provisions

1. Grievant and their representatives, not to exceed the total of three (3), shall be allowed hearing time without loss of pay provided the hearings occur during working hours when those involved are to have been on duty.
2. To the extent necessary, Grievance Committee Members (limited to the employees representing the grievant), with prior approval which shall not be unreasonably denied, may investigate the alleged grievance during working hours without loss in pay. Such investigation is contingent upon the following:
 - a. A Grievance has been validly filed.
 - b. The investigation of the grievance does not exceed two (2) hours.
 - c. The parties investigating are or have been released from their regular duties; and,
 - d. The investigation does not interfere with patient care or require the recall of off-duty employees.

- G.** The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, or the grievance is not processed to the next succeeding step in the grievance procedure within the time limit prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied at that step. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XXXI cont'd

- H. In the event the aggrieved elects to pursue remedies available through Civil Service or EEO or Civil Rights Complaint Procedures, the grievance shall be canceled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held within thirty (30) calendar days after the decision rendered by the Chief Executive Officer on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

ARTICLE XXXII

SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE XXXIII

LABOR MANAGEMENT COMMITTEE FOR JOB SECURITY

- A. The employees and the management of CCHSC are committed to providing every patient with the best quality of care. The parties recognize that this can best be accomplished by working together in a full partnership between Labor and Management, and must be done so by working within the financial limitations of the Center and the health care industry.
- B. We understand that we together must consider the need for flexibility, a qualified and satisfied work force and maximize job security and better working conditions. We must work within the guidelines of the State and Federal regulations and the context of the language of the existing collective bargaining agreements.
- C. It is our goal that the Committee make recommendations to the parties to enable them to reach agreement on all issues by consensus and develop a relationship based on mutual respect and trust.
1. In the event of staff reduction, the appropriateness and numbers of layoffs may be evaluated by the labor/Management Committee after the gathering of financial facts, information on job trends and emerging skills, and new job classifications.
 2. The Labor/Management committee will undertake an analysis of why part-time employment exists. It will measure which areas can be developed to create more full time employment.
 3. The Labor/Management Committee will submit their findings and recommendations to the CEO and the Board of Managers.
 4. In the event of the sale, privatization, or merging of CCHSC, the Unions will be given the opportunity to develop an employee based company to bid for a contract that will provide the service needed for staffing.
 5. The Labor/Management Committee will appoint a member on a quarterly rotational basis to attend public Board of Managers meetings and closed sessions at the invitation of the board and report back to the Labor/Management Committee. Generally, the Board at its discretion, may invite the representative into closed sessions concerning layoffs, staff reductions or the privatization, sale or merging of any part of CCHSC. The appointment must be approval by the CEO and serves at the pleasure of the Board of Managers.

ARTICLE XXXIV

MANAGEMENT RIGHTS

- A. The Camden County Health Services Center Board of Managers hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Hospitals and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
 7. The Board reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Center.

ARTICLE XXXIV cont'd

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE XXXVI

UNIFORM ALLOWANCE

- A. An allowance for clothing and maintenance thereof shall be allowed to each employee in the amount of \$300.00 per annum, prorated.
- B. For those employed during each said year, they shall be entitled to a pro-rata distribution. Any employee scheduled for less than sixty-four (64) hours in a payroll period shall receive pro-rata allowance.

ARTICLE XXXVI

DISCIPLINE

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 Union in writing within two (2) working days (exclusive of Saturdays, Sundays and Holidays) of such action. The Employer shall treat all employees covered by this contract equally in all matters of disciplinary action.

ARTICLE XXXVII

NEWLY CREATED POSITIONS

- A. All promotions and transfers and newly created positions shall be subject to the pertinent Civil Service rules and regulations.
- B. 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 twenty (20) days on the Union Bulletin Board precisely where the initial opening is, and in every event the qualifications to fit such a position. Employees 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.
- C. 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 and except where New Jersey Civil Service Statutes provide otherwise, the Employee with the greatest seniority shall prevail providing that an examination is not required and all other factors, including education and experience, are substantially equal.
- D. 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 XXXXVIII

PROBATIONARY PERIOD

- A. 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.

- B. 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 the articles contained in this Agreement.

ARTICLE XXXIX

REPRESENTATION

- A. The employees shall be represented by one (1) steward on each shift.
- B. The employer shall be notified immediately in writing of the employee selected as the bargaining agent steward and none shall be permitted to act as such until the employer is so notified.
- C. A steward may utilize up to a maximum of one (1) hour per day with no loss of pay for the purpose of contract administration. In the event that an emergency should arise requiring time in excess of the one (1) hour per day request may be made to the steward's immediate supervisor for the granting of additional time.

ARTICLE XL

VISITATION/BULLETIN BOARDS

- A. No employee shall engage in Union activity on Hospital premises at any time except as provided in Section B of this Article, and except for conference called and conducted by the employer.
- B. Upon proper notice of the employee or his designee and during reasonable working hours and providing there is no interference with patient care and efficient administration of the hospital, a bargaining agent representative may enter the hospital for the purpose of ascertaining whether the conditions of this Agreement are being complied with. Such representative must sign in and out in accordance with security regulations.
- C. The Board will provide the union with a bulletin board in each building which shall be for communication with the employees regarding legitimate bargaining agent business. The bulletin boards will be conveniently located but will not be placed as to interfere with patient care.

ARTICLE XLI

PRACTICAL NURSE

A. Definition

Under the direction of a Registered Professional Nurse in a health care facility, performs such duties as are required in the care of patients, involving the carrying out of medical orders prescribed by a licensed physician and requiring an understanding of elementary nurse but not requiring the professional service outlined in the definition of professional nursing; does related work as required.

B. Examples of Work

Assists in the physical examination of patients including the taking and recording of temperature, pulse, respiration and blood pressure, and the collection of specimens for laboratory analyses.

Examines patients' eyes, ears, teeth and bodies regularly to see that proper hygiene is carried out by non-professional resident care personnel.

Administers first aid to patients in instances of sudden illness or accident until a staff physician arrives.

Charts patient care and treatment measures.

Administers treatments under physician's order.

Assists with the setting up of equipment used for oxygen therapy.

Assists a registered Professional Nurse in pre-operative and post-operative care and specialized psychiatric treatment.

Assists in the use of Foley Catheters, colostomy irrigations and douches and the application of binders and bandages.

Reports changes in temperature, pulse, respiration, and other patient conditions to a Registered Professional Nurse or a physician.

Assists patients with braces and prosthetic devices.

Carries out prescribed isolation techniques.

Dispenses medication as indicated including the measuring and giving of liquid medication by mouth provided that no calculations or fractional doses are required, and gives pills, capsules and powders by mouth.

Evaluates on a continuing basis the positive and/or negative effects of medications on patients.

Performs routine assigned nursing procedures, such as bathing, dressing and feeding patients, making beds and helping patients into and out of bed for the comfort and well-being of patients, in order to carry out a prescribed nursing care plan.

Collects urine, sputum and other specimens from patients by having patient place the specimens into containers, and label containers in order to have specimens sent to laboratory for analysis.

ARTICLE XLJ cont'd

PRACTICAL NURSE

When so instructed, administers prescribed medications orally and observes patients to see that they take their medication, in order to comply with the physician's written orders.

Applies external medications to patients such as salves, ointments and powders, as amounts of drugs, linens, and medical and other supplies, in order to maintain an adequate inventory of supplies on hand.

Positions patients according to prescribed practices and the nursing care plan and assists patients with simplex exercises in order to provide optimum comfort and prevent further complications.

Notifies the physician or supervisor as to any conditions of the patient requiring medical attention, other than those already under treatment, such as vision or hearing problems, or the need for dental care, in order to aid in reevaluating the nursing care plan.

Takes patients' temperature, blood pressure, pulse, respiration, height and weight and records results on patients' charts, in order to maintain a current record of the patients' vital signs.

Observes patients closely for reaction to drugs, treatment of any other unusual conditions, such as physical and/or emotional problems, and reports adverse reactions or problems to immediate supervisor for use in re-evaluation of treatment plan.

Requisitions and accurately records individual dosages of medication administered.

Counsels patients concerning their medications by utilizing medication fact sheets.

Accounts for narcotics, barbiturate, and other accountable drugs before each shift.

Prepares and gives medication, including insulin, by subcutaneous hypodermic and intramuscular injections.

Prepares supplies for sterilization.

Requisitions, maintains, and accounts for medical supplies, tools, and equipment which must be kept ready for use within the treatment room of a resident living unit.

Acts as a liaison between non-professional resident care personnel and medical and professional nursing staff communicate information concerning medication changes and patient symptoms or behavior changes.

Instructs non-professional resident care personnel on their medically related job duties and follows up on their performance periodically.

Assists with the admission, discharge and transfer of patients.

Interprets hospital rules and regulation to other staff, residents, members of patients' families, and visitors.

Keeps accurate medical records.

Prepares accurate factual reports.

Contributes as a member of the health care team in the determination of treatment goals, and participates and involves the patient in goal planning sessions.

ARTICLE XLI cont'd

PRACTICAL NURSE

C. Requirements- License

Possession of a valid registration as a Licensed Practical Nurse in New Jersey. Persons who possess the registration by waiver must have completed satisfactorily an approved refresher program. Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle rather than employee mobility, is necessary to perform the essential duties of the position.

Knowledge and Abilities

Considerable knowledge of practical nursing skills and techniques and their application to nursing care and treatment.

Considerable knowledge of the procedures and techniques of first aid and their application.

Considerable knowledge of and skill in modern sterilization, immunization, testing, and other medical and laboratory procedures which lie within the scope of practical nursing. Basic knowledge of the problems which are likely to arise in working with the mental ill, the mentally retarded, and the medical, surgical and/or geriatric patient.

Ability to acquire basic knowledge of the rules, regulations, policies, and procedures of the particular institution concerned relating to the care of patients.

Basic knowledge of the structure and normal, healthy functioning of the human body.

Basic knowledge of the symptoms, behavior changes or other indication of the positive and/or negative effects of medication on patients and of the methods for observing these indications.

Basic knowledge of the physical, mental, and emotional needs of mentally deficient and geriatric residents and of the methods to provide for their needs.

Basic knowledge of therapeutic interventions such as remotivation techniques, activity of daily living programs, and reality orientation.

Basic knowledge of the problems likely to arise in work in a facility for the mentally ill, the mentally retarded, or a geriatric or other medical facility.

Ability to organize assigned practical nursing work and develop appropriate work methods.

Ability to assist, counsel, and instruct patients in areas relating to personal care and hygiene.

Ability to work harmoniously with physicians, Registered Professional Nurses of varied grades, non-professional resident care staff, patients, and others associated with the facility.

Ability to function in a liaison capacity for the purpose of communicating patient related information between physicians or professional nursing staff and non-professional resident care personnel.

ARTICLE XLI cont'd

PRACTICAL NURSE

Ability to assign and instruct Human Services Assistants, cottage Training Technicians, or Human services Technicians and review the performance of their work.

Ability to do all types of practical nursing work under the supervision of registered Professional Nurse.

Ability to carry out pre and post operative procedures.

Ability to keep accurate medical records.

Ability to prepare accurate factual reports.

Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position.

American Sign language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

ARTICLE XLII

SENIOR PRACTICAL NURSE

A. Definition

Under the direction of the Director on Nurses, Supervisor of Nurses, a Head Nurse, or other supervisory officer in a hospital, sanitarium, or other institution, performs varied types of practical nursing tasks, including the supervision of non-professional employees and/or of a unit of the hospital service; does related work as required.

B. Examples of Work:

Organizes assigned supervisory and practical nursing work and develops effective work methods; gives suitable assignments and instructions to the Practical Nurses and Institutional Attendants and others and supervises the performance of their work; when so assigned, assumes the responsibility for the routine activities of a ward, floor or other area; reports unusual occurrences or situations which require the attention of a physician or professional nurse to the proper officer; supervises the giving of prescribed medications; dispenses medications; keeps accurate records of medications prescribed, given and on hand; as may be directed, gives and/or helps give treatments and medications, including diathermy treatments, sitz-baths, and other special treatments; gives pre-operative and post-operative care to patients; sees that hospital and medical supplies are in good order and that accurate records are kept; gives liver extract injections and other injections as may be ordered; sees that meals and nourishments are given as ordered; gives help to the wards, treatment rooms, operating rooms, recreating areas, and other areas of the hospital; sees that the wards and rooms are kept in good order and in a clean and sanitary conditions; prepares reports; keeps and supervises the keeping of clear and accurate records of varied types.

C. Requirements:

1. Possession of a valid license as a Practical Nurse in the state of New Jersey. **NOTE:** Where the position is that of a "Charge Nurse" in a unit operating under the Medicare Program, applicants for either promotion or open competitive examination must possess their license by examination. In these instances only, applicants who obtained their license by waiver will not be admitted to the examination given by the U.S. Public Health Service for wavered Practical Nurses. In all other instances, applicants who obtained their licenses by waiver will be admitted to the examination.
2. One year of experience as a full-time Practical Nurse.

ARTICLE XLII cont'd

SENIOR PRACTICAL NURSE

3. **Thorough knowledge of practical nursing routines, procedures, standards, and methods and their application to specific cases in a hospital, sanitarium, or other institution according to prescribed procedures, or organizing assigned supervisory and practical nursing work and developing effective work methods; of suitable assignments and instructions to individuals and groups and supervising the performance of their work; of the care of child and adult patients and those who are convalescent, including the feeding, bathing and caring for the general comfort of patients; of the particular problems likely to be encountered in work in hospitals and other institutions; of modern medical, nursing, and hospital routines, standards, methods, and procedures; of the precautions to be taken to prevent the spread of infection and to insure proper sanitary conditions; of preparing and supervising the preparation of accurate records of medications and treatments ordered and given and drugs, hospital supplies, and narcotics prescribed, given and on hand; or those situation which require the attention of a physician or professional nurse, and of keeping accurate records of varied types.**

4. **Ability to analyze practical nursing problems and apply the approved nursing routines, procedures and methods to specific cases in accordance with prescribed procedures; to organize assigned supervisory and practical nursing work and develop groups, provide them with advice and assistance when difficult and unusual problems arise, and check their work to see that proper procedures are followed, that reasonable standards of workmanship and output are maintained, and that desired objectives are achieved; to comprehend and analyze the particular problems likely to be encountered in work in an institution; to recognize those situations which require the attention of a physician and/or professional nurse and notify the proper officer; to perform and supervise the performance of practical nursing duties, including the feeding, bathing, and caring for the general comfort of patients; to comprehend modern medical, nursing, and hospital standards, routines, and procedures; to dispense and give medications as directed; to give enema, irrigation, minor treatments, including sitz-baths, diathermy and injections of varied types; to assist the professional staff in the**

ARTICLE XLII cont'd

SENIOR PRACTICAL NURSE

handling, administration and recording of drugs, hospital supplies, and narcotics; to see that patients are taken from the wards and rooms to the operating room, recreation room, and other areas; to see that the wards, rooms and other areas are kept in good order and in a clean and sanitary condition; to assist in maintaining suitable discipline; to prepare clear, sound, accurate and informative reports, and to keep and supervise the keeping of detailed and accurate records of varied types.

5. Good health and freedom from disabling physical and mental defects which would impair the proper performance for the required duties or which might endanger the health and safety of one self or others.

ARTICLE XXXXIII

SAFETY AND HEALTH

- A. The employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health. Employees covered by this Agreement will not be required to either violate or work under conditions which violate the New Jersey State Nursing Practice Act.
- B. The Employer and Representative shall designate a safety committee member for each unit of representation. They shall meet periodically as necessary to review the condition in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the SJLPNU shall be permitted, upon prior notice to and authorization of the Board's designated representative, a reasonable opportunity to visit work locations throughout the Board's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for periods not to exceed five (5) hours per week, unless additional time is authorized by the Administrator or Executive Director of the Hospital.
- C. In the case of an emergency affecting employees covered by this agreement, declared by local police authorities, it shall be the Employer's duty to notify all Department Heads as soon as possible with respect to an appropriate course of action.
- D. An employee may use reasonable force as is necessary to protect him or herself from unprovoked attack, when reasonable withdrawal is not possible, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a patient.
- E. 1. An employee will promptly report cases of assault suffered by them in connection with their employment, to the appropriate Director of Nursing.
2. Such notification will be immediately forwarded to the Executive Director. The Executive Director and Counsel will act in appropriate ways as liaison between an employee, the police and the courts.

ARTICLE XLIV

ENTIRE AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

- B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XLV

DURATION

This Agreement shall be effective and in full force and effect from January 1, 1995 through December 31, 1998, and shall thereafter renew itself automatically from year to year unless either party serves notice in writing upon the other at least one hundred fifty days (150) nor no later than one hundred twenty (120) days prior to the expiration date of its intention to terminate or modify this Agreement.

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.

SOUTH JERSEY LICENSED PRACTICAL
NURSES UNION INDEPENDENT

CAMDEN COUNTY HEALTH SERVICES
CENTER BOARD OF MANAGERS

[Handwritten Signature]
[Handwritten Signature] 9/27/95
[Handwritten Signature]

Anthony Pata 9/27/95
Chief Executive Officer

Attest: [Handwritten Signature] 9/27/95

Attest: Richard A. Fox 9/27/95

CAROLINE MUSTAC
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 10, 1996

