

2 0172

STORAGE

Bergen

THIS DOES NOT  
CIRCULATE

LIBRARY  
Institute of Managem.  
Labor Relations

SEP 18 1984

RUTGERS UNIVERSITY

AGREEMENT BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF  
BERGEN COUNTY, OPERATING THE BERGEN PINES COUNTY HOSPITAL  
AND LOCALS; 68 - 68A - 68B, AFFILIATED WITH INTERNATIONAL  
UNION OF OPERATING ENGINEERS, FOR THE TERM OF:

FEBRUARY 16, 1984 - FEBRUARY 15, 1985

AFL - CIO

2/16/84 - 2/15/85

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE OF ARTICLE</u>	<u>PAGE NO.</u>
	PREAMBLE	1
I.	RECOGNITION	1
II.	COLLECTIVE BARGAINING PROCEDURE	1
III.	MANAGEMENT OF HOSPITAL AFFAIRS	2
IV.	DISCRIMINATION OR COERCION	2
V.	MAINTENANCE OF WORK OPERATIONS	2
VI.	CONDUCTING UNION BUSINESS ON HOSPITAL TIME	3
VII.	EMPLOYEES SERVING AS UNION REPRESENTATIVES	3
VIII.	PAYROLL DEDUCTION OF UNION DUES	4
IX.	WORK SCHEDULES	6
X.	OVERTIME	7
XI.	MOVEMENT OF PERSONNEL	8
XII.	PAY TREATMENT FOR ABSENCES	8
XIII.	LEAVES OF ABSENCE	11
XIV.	VACATIONS	13
XV.	HOLIDAYS	14
XVI.	EMPLOYEE BENEFIT PLAN	15
XVII.	SHIFT DIFFERENTIAL	15
XVIII.	SALARIES	15
XIX.	DURATION	16
XX.	CALL-IN-PAY	16
XXI.	SAFETY REGULATIONS	16

TABLE OF CONTENTS CONTINUED

<u>ARTICLE NO.</u>	<u>TITLE OF ARTICLE</u>	<u>PAGE NO.</u>
XXII.	LONGEVITY	17
XXIII.	HEALTH BENEFITS	17
XXIV.	PERSONAL LEAVE DAY	18
XXV.	SETTLEMENT OF DISPUTES	18
XXVI.	MISCELLANEOUS AND GENERAL PROVISIONS	23
XXVII.	DENTAL BENEFITS	25
	SIGNATURE PAGE	27
APPENDIX A-1		A-1
APPENDIX A-2		A-2

PREAMBLE

GENERAL AGREEMENT and Appendix annexed hereto consisting of pages A - 1 and A -2, made this 16th day of February, 1984 between the Board of Chosen Freeholders of Bergen County, operating the Bergen Pines County Hospital hereinafter called the Hospital and Locals 68-68A-68B affiliated with the International Union of Operating Engineers, AFL-CIO, hereinafter called the Union.

WHEREAS, the parties have carried on collective bargaining for the purpose of developing a contract covering wages, hours of work and all other conditions of employment;

NOW THEREFORE in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of Bergen Pines County Hospital by the Union as follows:

ARTICLE NO. I - RECOGNITION

The Board of Chosen Freeholders of Bergen County and the Hospital hereby recognize the International Union of Operating Engineers, AFL-CIO, as the exclusive representative of those Stationery Engineers, Senior Maintenance Repairers, Refrigeration and Air-Conditioning and Refrigeration Mechanics who have provided the Hospital with signed requests to be represented by that Union.

ARTICLE II - COLLECTIVE BARGINING  
PROCEDURE

1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than three (3) additional representatives of each part shall participate in collective bargaining meetings.

2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Hospital or the Union.

3. Employees of the Hospital who may be designated by the Union to participate in collective bargaining meetings will be excused from their Hospital work assignments with compensation by the Hospital, provided that their absences would not seriously interfere with the operation of the Hospital.

ARTICLE III - MANAGEMENT OF HOSPITAL  
AFFAIRS

The Union recognizes that areas of responsibility must be reserved to the Hospital if the Hospital is to serve the public effectively. Therefore, the right to manage the affairs of the Hospital and to direct the working forces and operations of the Hospital, subject only to the limitation of this Agreement, is vested in and retained by the Hospital, exclusively.

ARTICLE IV - DISCRIMINATION OR COERCION

There shall be no discrimination, interference or coercion by the Hospital or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Hospital nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE NO. V - MAINTENANCE OF WORK  
OPERATIONS

1. There shall be no lockouts, strikes, work stoppages, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate or condone any such activity. No employee shall participate in any such activity. The Hospital shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

2. The Union will not schedule any membership meeting or demonstration which may have the same effect as a strike or work stoppage.

ARTICLE NO. VI - CONDUCTING UNION BUSINESS  
ON HOSPITAL TIME

1. The Union shall neither solicit members nor conduct any Union business on Hospital property during Hospital-assigned working schedules of either the Representative of the Union or the employee involved, except for the following:

1.1 Collective Bargaining

1.2. Time spent conferring with management on specific grievances as specified in the Grievance Procedure, Article XVI;

1.3 Observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation can properly be conducted only during the working hours of the employee(s) involved, in which case, the observation will be held during working hours and not when employees are working on premium times.

ARTICLE VII - EMPLOYEES SERVING AS UNION  
REPRESENTATIVES

1. Designation of Union Representatives (Including Union Officers)

1.1 The Union shall advise the Hospital in writing of the names of its representatives and their respective authorities (including titles of Union Officers). Such notification shall be signed by the President of the Local or by the International Representative and shall specify the type of responsibility to which each has been assigned. Union Representatives shall not be recognized as such prior to receipt by the Hospital for such notice nor shall they be recognized beyond the extent of authority delegated.

1.2. It is agreed that there shall be no more than one (1) such representative in the bargaining unit at any one time during the term of this Agreement.

2. Excused Absences For Union Duties at Union Request

2.1 Union request: The authorized Representative who has been selected by the Union to perform Union duties which take him from his work, shall be excused from his work for a reasonable length of time. The Union agrees that it will not ask that the Representative be so excused from his work at a time when his absence will seriously interfere with the operation of the Hospital.

2.2 Such excused absence from work shall be without pay and ordinarily shall be limited to a cumulative period of 30 days in a calendar year.

2.3 Each time the authorized Representative is excused from his assigned Hospital duties to perform Union duties, he shall

- a) arrange with his Supervisor to leave/ his work;
- b) notify the Supervisor of any Hospital organization visited, on arrival, and make arrangements for any observation necessary;
- c) notify his Supervisor upon his return to the job; and
- d) record his time out and time in with his Supervisor upon leaving and returning to his job.

ARTICLE NO. VIII - PAYROLL DEDUCTION OF UNION  
DUES

1. An employee who wishes to have the Hospital deduct the amount of monthly Union membership dues from his pay for transmittal to the Union shall authorize such deduction in writing to his Department Head who shall deliver it with immediacy to the Payroll Department.

2. The amount of monthly Union membership dues will be certified by the President or an International Representative of the Union in writing to the Hospital and the amount so certified will be uniform for all members of the Union. A certification which changes the amount of dues shall become effective on the first day of the calendar month following a thirty (30) day period

after such certification is received by the Hospital.

3. One deduction in respect to the current month's dues will be made monthly, provided the authorization is received in the Payroll Department not less than three (3) weeks in advanced of the scheduled pay date, and provided that there is sufficient pay available to cover the same 50% of the amount authorized after all deductions required by law or authorized by the employees have been made. Deductions will not be made in respect to any prior monthly dues, except when the Hospital, through error or oversight failed to make the deduction in any monthly period.

4. Union dues deducted from employees' pay will be transmitted to the Union by check as soon as practicable after the period in which the deductions were made, and will be accompanied by a list showing the names of the employees for whose pay:

Regular deductions have been made

Deduction has been made for a prior monthly period

No deduction has been made because of: a) Cancellation or revocation of authorization and b) Insufficient earnings in pay period

5. An authorization for deduction of Union membership dues shall be terminated automatically when an employee is transfered out of the bargaining unit, or is removed from the payroll of the Hospital, or goes on a leave of absence without pay for more than one month, and there shall be no obligation on the part of the Hospital to continue dues deductions in effect in the absence of an applicable bargaining agreement.

6. New authorization in writing signed by the employee shall be required if he desires to reinstate deductions which have been terminated under Paragraph 5, above.

7. Union Security: The Employer will commence to withhold from the salaries of those employees who are covered by this Agreement and who have



not executed authorizations permitting the Employer to withhold the full amount of Union dues as provided in the preceding Sections of this Article hereinabove, a representation fee equal to 85% of the uniform annual dues charged by the Union to its members. The Employer shall forward the amount so deducted to the Union in the same manner as provided above. The Union represents to the Employer that it has established a demand and return system and that it is in compliance with all requirements imposed upon the Union pursuant to this Paragraph is contingent upon the Union's compliance on a continued basis.

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

#### ARTICLE IX - WORK SCHEDULES

1. The standard weekly work schedule for employees engaged in work that requires employee services continuously throughout the standard work week shall consist of five (5) daily work schedules of eight (8) hours arranged by the Hospital within the standard work week, frequently including Saturdays, Sundays or holidays.

2. The Hospital shall have the right, for the efficient operation of the Hospital, to make changes in starting and stopping times of the daily work schedule and to vary the daily or weekly work schedule.

3. The Union will receive thirty (30) calendar days notice from the Hospital of changes in the work schedule involving the total staff.

4. If an individual employee's regular schedule is to be permanently changed, he will receive thirty (30) calendar days notice of the change.

Changes required by emergencies will not require notice.

5. The Employer shall allow non-rotation for Stationary Engineer personnel with said personnel voluntarily assigned to one of the standard three (3) shifts currently in practice. The Employer in emergency coverage situation shall have the right to assign an Engineer to stand watch on other than the standard scheduled shift of duty.

#### ARTICLE NO. X - OVERTIME

##### 1. General

1.1 It is recognized that the needs of the Hospital may require overtime work beyond the employees' standard daily or weekly work schedule and the jobs involved must be adequately manned by qualified employees working on an overtime basis.

1.2 The amount of overtime and the schedule for working such overtime will be established by the Hospital, and employees shall work such overtime as scheduled unless excused by the Hospital.

##### 2. Overtime Compensation for Employees

2.1 Pay at time-and-one-half the straight hourly pay shall apply to authorized time worked in excess of eight (8) hours in the daily work schedule, or in excess of forty (40) hours in the standard weekly schedule.

2.2 Time within the employee's standard weekly work schedule for which he received pay from the Hospital shall be credited to time worked in the computing of the eight (8) or forty (40) hours at straight hourly pay.

2.3 For employees whose tour of duty starts on or before midnight, all hours worked during the tour of duty shall be counted as having been worked on the day on which he reported.

2.4 Overtime shall be voluntary unless there is no one to assume work

coverage. Then the Employer shall select personnel for involuntary overtime by inverse seniority to the Hospital.

#### ARTICLE NO. XI - MOVEMENT OF PERSONNEL

1. The Hospital desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Hospital and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.

2. The parties agree that all hirings, layoffs and separations shall be in accordance with the revised Civil Service Rules for the State of New Jersey as applicable to County Governments.

#### ARTICLE NO. XII - PAY TREATMENT FOR ABSENCES

##### 1. General

1.1 Before an employee is granted absence with pay under any provision of this Article, he shall submit satisfactory evidence to substantiate the reason for such absence.

1.2 It is recognized that there shall be no duplication of payment by the Hospital for the same period of absence.

##### 2. Jury Duty and Other Court Appearance

An employee summoned for jury duty or to serve as a witness (not as a plaintiff or defendant) in a court which necessitates absences from Hospital-assigned work within his standard weekly work schedule, shall receive his regular pay from the Hospital for such period. Such employee shall report for his regular work while excused from such attendance in court unless it is impossible or unreasonable for him to do so.

2.1 Any payment received for jury duty or court attendance must be turned over to the Hospital through the employee's Department Head, less allowance for travel and meal expense.

### 3. Payment for Sick Leave

3.1 Paid sick leave is provided by the Hospital to assure employees of an income for varying periods of time depending upon their length of service with the Hospital in the event they must be absent from work due to illness.

3.2 Paid sick leave must be earned before it is used, and any unused accrued sick leave may be accumulated from year to year.

3.3. To qualify for sick leave pay, an employee must notify his supervisor on the first day of illness and prior to the time he is scheduled to report on duty that he is unable to report for work because of such illness. The Hospital may require a doctor's certificate which certifies the nature of the illness and that the employee has been under the care of a doctor. In all cases where the illness extends beyond four (4) days, such certificate shall be required.

3.4 Full-time and part-time permanent, probationary, provisional and unclassified employees are eligible for sick leave payments when earned, and such payments shall be based on the number of hours worked in their standard daily work schedule at the start of each period of illness.

3.5 Sick leave is earned in the following manner:

3.5.1. One (1) day for each full month of service with the Hospital during the first year of employment.

3.5.2. One and One-quarter ( $1\frac{1}{4}$ ) for each full month of service with the Hospital beginning with the second calendar year of employment and continuing throughout employment.

3.6 Accumulated sick leave may be used only as provided for

in this Agreement and any unused portion accrued is forfeited upon separation from the Hospital payroll.

3.7 Accrued sick leave may not be converted to extend vacation or compensatory time off.

3.8 In case of extended illness, an employee who has exhausted his earned sick leave may convert any accrued compensatory time off or vacation leave due to employee as sick leave upon request to the Hospital.

#### 4. Payment for Injury Leave

4.1. An employee with three (3) or more months of continuous service is eligible for injury leave provided that absence from work is due to an accident, illness or injury which occurred on the job and is judged compensable by Workmen's Compensation. Any such accident, illness or injury must be reported immediately by the employee to his Department Head.

4.2. Upon approval, the Hospital will pay an employee his regular rate of pay during the period of his required absence up to a maximum of ninety (90) days. Should disability continue after this period, the sick leave provisions of Paragraph 3, above, will apply.

#### 5. Pay Treatment of Death in Family

5.1 An employee may be granted up to, and including four (4) days of funeral leave to attend or make arrangements for the funeral of a deceased member of the immediate family.

5.2. The immediate family is defined as and limited to: spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, and grand children, or any relative residing in the employee's household.

5.3. An employee may be required to submit adequate proof of death

in the immediate family to the Hospital.

6. Resignation and Retirement Benefit

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

Benefit A: A payment equal to pay for one half ( $\frac{1}{2}$ ) the employee's accrued but unused sick leave which pay shall be computed at the employee's average hourly rate of pay during the twelve (12) months immediately preceding the effective date of resignation or retirement. The lump sum payment pursuant to this benefit shall not exceed \$ 12,000.

Benefit B: A payment equal to one (1) day of pay for each full year of employment at the Hospital, which pay shall be computed at the employee's average hourly rate of pay during the twelve (12) months immediately preceding the effective date of resignation or retirement.

ARTICLE NO. XIII - LEAVES OF ABSENCE

1. Personal Leave of Absence

1.1. A permanent employee may, for reasons satisfactory to the Hospital, be granted a personal leave of absence without pay for time absent for a period up to six (6) months. In exceptional circumstances, such leave may be extended for an additional period of six (6) months, provided it is considered to be in the best interest of the Hospital.

1.2. A personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.

1.3. Personal leaves of absence are granted with the understanding that the employee intends to return to his Hospital duties. If an employee fails

to return within five (5) calendar days after the expiration of the leave or excused absence, he may be considered to have resigned, and not in good standing.

## 2. Education Leave of Absence

2.1 A permanent employee, may upon request, be granted a leave of absence without pay for educational purposes for a total period not to exceed one (1) year.

2.2. Such leaves are granted at the discretion of the Hospital and an employee shall, upon request, present evidence of satisfactory progress in his studies.

## 3. Maternity Leave of Absence

3.1 A permanent employee may be granted a personal leave of absence for maternity reasons as provided in Paragraph 1, above.

3.2 A permanent employee may elect, upon approval by the Hospital, to use all accumulated Sick Leave for maternity purposes and shall have authorized prior to any Leave of Absence without payment.

3.3 An employee while on paid (sick leave) is to be considered as an active employee and shall continue to accrue sick leave, holiday pay and other benefits paid by the Hospital.

## 4. Military Training Leave of Absence

4.1 A full time or part time provisional or permanent employee who is a member of the Armed Forces of the United States, that is any component, or who is required to undergo Military Field Training for a period of up to two (2) weeks in a calendar year, shall upon request be granted a leave of absence with pay to take part in such training. The employee must provide a certified copy of his orders for such military training prior to requesting such leave for such training.

4.2 A full time or part time provisional or unclassified employee who has not been continuously employed by the Hospital for at least one (1) full year at the time training is to commence, will be granted such leave without payment.

4.3 The employee may utilize any accrued vacation leave or compensatory time off to which he may be entitled, for the duration, or any part of the period of military training.

#### ARTICLE XIV - VACATIONS

##### 1. Vacation Eligibility

1.1 Full time, and part time permanent, provisional, probationary and unclassified employees shall be granted vacation with pay in accordance with the following:

a. Six days of vacation eligibility is earned after completing the first six months of Hospital service. Thereafter, the employee earns one additional day per month from the 7th to the 11th month and four additional days at the end of the 12th month for a total of fifteen (15) days after the first full year of employment.

b. Twenty (20) days of vacation during each year when an employee's service is beyond five years.

1.2 An employee's annual vacation eligibility shall be reduced by one (1) day for each month in which such employee is on a leave of absence without pay for two weeks of that month.

##### 2. Vacation Pay

2.1 An employee's vacation pay shall be the same amount he would have received had he worked his standard daily or weekly work schedule.

##### 3. General Provisions

3.1 Unused vacation eligibility in one calendar year may be carried over for use only during the year immediately following the year in which earned.



3.2 An employee who resigns with proper notice or plans to retire shall be paid for earned or unused vacation as of the effective date of his termination. Such payments shall not exceed the unused vacation earned in the year of termination in addition to any carry-over from the preceding year.

3.3 If death occurs during employment, a sum of money equal to an employee's unused vacation eligibility shall be paid to his estate.

#### 4. Scheduling of Vacations

4.1 The Hospital shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Hospital agrees it will give reasonable consideration to an employee's preference in this regard.

### ARTICLE XV - HOLIDAYS

1. The following days are designated as holidays by the Hospital:

New Year's Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Election Day; Thanksgiving Day; the day following Thanksgiving Day; Christmas Day; Martin Luther King's Birthday and the Employee's individual birthday. Any day which is mandated by the laws of the State of New Jersey to be recognized as a holiday will be recognized by the parties.

2. Holiday Pay for Employees on a Standard Weekly Schedule

2.1 Employees of the Hospital who do not work on the observed holiday shall receive their regular rate of pay for such day, provided that any absence occurring on the day (scheduled) before and/or after the holiday has been authorized and paid for by the Hospital.

2.2 Employees who are required to work on their observed holiday shall receive pay for the holiday at straight time for all hours worked on the

holiday, except where overtime provisions apply.

2.3 Such employees may elect to substitute an alternate day off with pay in lieu of their holiday pay, subject to the needs of the Hospital.

2.4 If an employee works on a recognized holiday, he shall receive in addition to his regular pay a holiday differential of 0.50¢ per hour for hours actually worked.

2.5 Work performed on Christmas and New Year's Days shall be paid at time and one-half.

#### ARTICLE XVI - EMPLOYEE BENEFITS PLAN

1. Upon meeting the necessary eligibility requirements, employees in the bargaining unit are covered by the following benefit plans:

- a. Public Employment Retirement System
- b. Blue Cross; Blue Shield and Major Medical Insurance
- c. Group Life Insurance
- d. Workmen's Compensation

#### ARTICLE XVII - SHIFT DIFFERENTIAL

On weekdays, when an employee's standard daily work schedule is the evening or night shift, such employee shall be known as an evening or night shift employee and paid a bonus for all hours worked on such shifts at the rate of 0.75¢ per hour. On Saturdays and Sundays, the day, evening and night shift employees shall be receiving a weekend differential of 0.50¢ per hour in addition to the shift differential itself.

#### ARTICLE XVIII - SALARIES

1. Effective February 16, 1984, the salary schedule for all employees of the Hospital recognized as being represented by the Union herein shall be shown in Appendix A-1 of this Agreement.

2. No employee shall be paid less than the starting rate or more than

the maximum rate for his pay grade.

#### ARTICLE XIX - DURATION

1. The Agreement shall become effective February 16, 1984, but only if approved by the International Representative of the Union and the Board of Chosen Freeholders of Bergen County, and when so effective, shall continue in effect until 11:59 PM on February 15, 1985 except where so stated elsewhere in the Agreement.

2. Either party may, give notice of its intention to terminate this Agreement by notifying the other, in writing, sixty (60) days prior to the latter date shown in Paragraph 1 of this Article. In no event shall the contract be terminated prior to the latter date shown in Paragraph 1 of this Article.

#### ARTICLE XX - CALL IN PAY

The Hospital agrees that when it calls any employee to report for duty at a time other than his scheduled hours, it will guarantee that employee a minimum of four (4) hour's pay even if the actual time worked is of shorter duration.

#### ARTICLE XXI - SAFETY REGULATIONS

1. The incinerator shall not be operated when only one engineer is on duty.

2. No man shall work alone in a steam drum, mud drum, hot water tank or fire box unless a second man is present at the manhole or clean-out door.

3. No change-over from gas to oil or vice versa shall be made without two (2) licensed engineers on duty.

4. Wherever feasible, the Hospital shall have two (2) men scheduled for duty shifts at all times.

5. No employee shall be required to perform work under conditions which are hazardous to his physical safety. Subject to the grievance procedure,

compliance with safety regulations by law shall rest with Hospital Administration. An employee's reasonable protest of work which he considers hazardous shall not warrant disciplinary action subject to the grievance process.

#### ARTICLE XXII - LONGEVITY

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

\$ 200.00 on the 6th, 7th and 8th anniversary date of employment

\$ 400.00 on the 9th, 10th, 11th, 12th and 13th anniversary date of employment

\$ 800.00 on the 14th, 15th, 16th, 17th and 18th anniversary date of employment.

\$ 1000.00 on the 19th anniversary date of employment and each succeeding anniversary date of employment.

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

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

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

#### ARTICLE XIII - HEALTH BENEFITS

##### HEALTH INSURANCE

1. The Hospital shall pay the full cost of health insurance benefits for the employee and dependents of eligible employees after three months of service.

##### PRESCRIPTION PLAN

2. The Employer will pay the premium for a prescription drug plan known as Blue Cross and Blue Shield of New Jersey Plan, with a \$ 2.00 co-payment. This

This benefit shall be provided to full time employees only and is effective 3 months after an employee's hire date.

#### DISABILITY PLAN

3. All bargaining Unit employees shall be provided with the option to be covered by a disability Plan offered by the Employer. The Plan provides for a co-payment by the employee and the Employer.

The Plan provides for a 70% payment of weekly wages not to exceed \$ 150/ week for a period of one year after a 45-calendar day waiting period from date of illness, injury or accident. Thereafter, the employees may combine disability pay and accrued sick leave to equal their total weekly wages. Disability is for long-term illnesses including maternity.

#### ARTICLE XXIV - PERSONAL LEAVE DAY

1. Each full time employee will be entitled to one day of Personal Leave with payment each year of the Agreement, such Leave to be requested in advance of the Employer. The Day may not be accrued from year to year and will be disallowed if not taken by the conclusion of each calendar year. Days must be taken with the prior approval of the Department Head, and must be used within the year of entitlement.

#### ARTICLE XXV - SETTLEMENT OF DISPUTES

##### Section 1. Grievance Procedure:

a. The purpose of this procedure is to secure promptly, and at the lowest possible level, equitable solutions to the problem which may arise affecting the terms and conditions of employment.

b. In the wording of this statement of procedures, the term "aggrieved" shall be taken to include all those employees covered by this Agreement.

c. Any employee shall have the right to present his grievance through the steps described in the following paragraphs without restraint, interference, coercion, discrimination or reprisal.

d. If the Hospital does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant may proceed to the next step of the procedure.

e. If, in the judgment of the Grievance Committee, a grievance affects a group of employees, the Grievance Committee may process and institute such a grievance through all steps of this grievance procedure provided that group grievances shall not amend, modify or delete any provisions of this contract.

f. In the event any of the parties claim that a Civil Service rule or regulation has been violated, they shall be permitted to process a grievance or seek a remedy in accordance with the procedures provided by the New Jersey Department of Civil Service.

g. When an employee has processed a grievance through the procedure described in Section 2, he may, if his grievance has not been settled to his satisfaction, seek a remedy in accordance with the procedures provided by the New Jersey Department of Civil Service in lieu of the arbitration process described in Step 3 of the Grievance Procedure, but he shall be bound by such election.

h. Nothing herein shall prevent the employee from processing his own grievance, provided that the Grievance Committee may be present as an observer at any hearing on the individual's grievance at Step 3, or 4.

i. The term "immediate supervisor" is hereby defined as the representative of the Employer who is directly responsible for supervising the work of the employee. In certain circumstances, the immediate supervisor may also be a Department Head.

j. The term "grievance" is hereby defined as any difference or dispute between the parties to the Agreement (or between the Employer and an employee covered by the Agreement) which difference or dispute concerns the application, meaning or interpretation of the Agreement.

k. The term "working days" as used in this Article shall not include Saturdays, Sundays or holidays or Sick Days.

l. Time limitations may be modified by mutual agreement.

## Section 2.

Grievances may be settled in the following manner:

Step 1: An employee who has a grievance may, within five (5) working days of the occurrence of the grievance or within five (5) working days from the time the employee should have reasonably discovered the grievance notify his immediate supervisor of the grievance.

Grievances not taken within the five (5) working days shall be deemed conclusively waived. The employee and the immediate supervisor shall attempt to resolve the grievance at the earliest mutually convenient time and place.

The employee has the right to the presence of the departmental steward during the attempt to resolve the grievance. In the absence of the departmental steward, the employee shall have the right to the presence of the alternate departmental steward. Immediate supervisors and departmental stewards and their alternates will make decisions within the scope of their respective authority. A reply to a grievance at Step 1 may be oral and shall be given within two (2) working days of receipt of the grievance. If no reply is received within that period, the grievance shall be deemed denied.

If a grievance is not settled, or is rejected or, is deemed denied by failure of the immediate supervisor to reply at the Step 1 level, then the employee or the Union may within four (4) working days proceed to Step 2. If the employee

or the Union does not proceed to Step 2 within such time frame, further grievance proceedings will be conclusively waived.

Step 2: In the event that the grievance has not been resolved at Step 1, the employee or the departmental steward or a designated union grievance representative shall present the grievance in writing to the Department Head within four (4) working days. Within four (4) working days, a meeting will be held at a mutually convenient time and place between the Department Head, the employee and the departmental steward or his alternate. The employee has the right to have the union grievance representative present at this meeting. A written decision will be given within four (4) working days.

If the grievance has not been resolved or if the Department Head has not responded to Step 2, the employee or the Union may within four (4) working days proceed to Step 3. If the employee or the Union does not proceed to Step 3 within such time frame, further grievance proceedings will be deemed conclusively waived.

Step 3: In the event that the grievance has not been resolved at Step 2, the employee or the Union shall present the grievance in writing to the Personnel Officer or his designee within four (4) working days of the failure to resolve the grievance. Within ten (10) working days a hearing will be held at a mutually convenient time and place between the Personnel Officer or his designee, and the Union grievance representative. Both parties may seek the advice of counsel to assist them in their decisions. A written reply shall be given to the Union within ten (10) working days of the hearing. Both parties may have testimony given by appropriate persons including the aggrieved employee.

In the event a grievance has not been resolved at Step 3, the Employer or the Union, but not the employee, may within ten (10) working days give notice to the other party of its intention to submit the grievance to arbitration. Failure to



give such notice shall be deemed a conclusive waiver of the right to arbitration. An arbitrator shall be selected pursuant to the rules and regulations of the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator shall have no power to add to, detract from or change in any way the terms of this Agreement and he shall be limited to consideration of only the terms expressed therein.

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

#### Section 3: Matters Relevant to the Grievance Procedure

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

b. The Union reserves the right to have non-employee Union representatives at all steps of the grievance procedure.

c. To the extent necessary, Grievance Committee members (limited to the appropriate steward and the President or his/her designee) may, upon receiving approval from his supervisor, investigate grievances during working hours without loss of pay provided that such investigation of an already formalized grievance shall not exceed two (2) hours. Approval for investigation time shall not be unreasonably denied.

#### Section 4: Grievance Committee and Stewards

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

b. The Officers of the Union and Representatives of the Grievance Committee shall, when situations warrant, be free to bring to the immediate atten-

tion of the Personnel Officer any conditions which may be a threat to the normal operating conditions of the Hospital.

ARTICLE XXVI - MISCELLANEOUS & GENERAL  
PROVISIONS

1. It will be the responsibility of the employees in the bargaining unit to operate and make minor repairs to the incinerator introduced by the Hospital. However, it will not be the responsibility of the employees in the bargaining unit to clean the area about the incinerator.

2. Labor Management meetings apart from the grievance procedure for matters considered important by either the Union or the Employer may be arranged by mutual agreement between the President of the Local and the Executive Director of the Hospital or his designee. The parties shall be represented at such meetings by persons they deem to be useful to the discussion. Arrangements for the time, date and place of such conferences shall be made in advance including a proposed list of employee attendees, and with an agenda of the matters to be taken up at the meeting. These shall be presented at the time the conference is requested, and matters taken up at the conference shall be limited to those included in the agenda. The members of the Union attending such conferences shall not lose time or pay for time so spent up to one-half ( $\frac{1}{2}$ ) hour preceding such conference.

3. Subject to the terms of this Agreement, nothing herein shall abrogate the management rights of the Employer or prevent the Employer from carrying out the ordinary and customary functions of management or otherwise limit the rights, powers, duties, authority and responsibilities conferred upon the Management by law, or by any agency with regulatory powers or with any authority to license or accredit health care agencies or their personnel. The Union agrees that among the activities exclusive to Management are:

- a. The type of health care services to be provided by the Employer.
- b. The size and location of the Hospital including specific units therein.
- c. The safety of patients and employees.
- d. The size of the work force and assignments or revision of the work force to other departments or shifts as operations may warrant.
- e. Selection of qualified employees or designation of supervisory employees as agents of Hospital Management.
- f. Maintenance of facilities or services.
- g. The right to promulgate and enforce reasonable rules and regulations.

4. The Hospital agrees to continue to provide uniforms to employees in the bargaining unit with the standard usage fee of \$ 15.00 applied as past practice. The Employer shall notify the Union if the fee shall be increased for new employees during the life of this agreement.

5. The Employer reserves the right to, subject to the grievance procedure, to establish standards of dress and appearance consistent with the employees' duties and to make reasonable changes from time to time.

6. If an employees' clothing or property is damaged during a known incident while on duty, then the Employer shall make reimbursement for necessary repairs or replacement wherever indicated. Such incident shall be reported to the supervisory agent immediately.

7. The Employer shall provide promotional opportunity to qualified members of the bargaining unit whenever practical providing that all conditions of such opportunity are met and provided that no existent Civil Service Eligibility List exists at the time of the announcement of such opportunity.

8. The Employer shall provide two (2) standard Bulletin Boards to the Bargaining Unit for placement in the Heating Plant and HVAC location.

9. Employees shall be granted a reasonable period not to exceed 15 minutes for clean up and/or travel to central check-out locations prior to the end of each work shift.

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

#### ARTICLE XXVII - DENTAL BENEFITS

All employees in the Bargaining Unit must belong to a group for the purpose of establishing a dental insurance benefit under the New Jersey Dental Service. Benefits will be provided to the employees in the bargaining unit with the contract entered into between the County of Bergen and the New Jersey Dental Plan, Inc. commencing at the beginning of the Agreement and concluding on February 15, 1985. The Hospital will pay the entire monthly premium rate and the employee will make no contribution. Definition of "employee," "dependents," "covered person," "one party," "two party," and "three party," as contained in the contract of insurance between the County of Bergen and the New Jersey Dental Service Plan, Inc. are set forth as follows:

##### Definitions:

1. Employee: is defined as any employee of the Employer who is eligible for coverage as provided in Article II of the Plan herein, and who shall have been designated as an employee to DSP by the Employer, and as further defined in NJSA 17:48C-16, commonly known as the "Dental Service Corporation Act of 1968."

2. Dependents: is defined to be the eligible Employee's lawful spouse and unmarried dependent children including step children, foster children and legally adopted children from age 2 until attaining 19 years of age or to date of attaining 23 years of age if attending an accredited school, college or university on a full time basis. Those dependents in military service are not eligible.

An unmarried dependent child over the limiting age may be eligible as a dependent if he is incapable of self support because of a physical or mental incapacity that commenced prior to reaching the limiting age, providing that a physician's certificate is submitted to DSP following attainment of this limiting age.

To become and remain an eligible dependent, each qualified dependent must be claimed by the eligible employee as a dependent for Federal Income Tax purposes.

3. Covered Person: is defined to be the employee, his or her spouse, and each dependent as defined in Section 2 of this Article, only if and while such person is covered by this Contract. A covered Person shall cease to be eligible at the end of the Contract month during which the Covered Person ceases to meet the definition of an eligible dependent and/or employee.

4. One Party: is defined to be the rate covering the employee only.

5. Two Party: is defined to be the rate covering the employee plus one dependent.

6. Three Party: is defined to be the rate covering the employee plus two or more dependents.

IN WITNESS THEREOF, the parties have executed this Agreement the first day  
and year mentioned herein.

ATTEST:

FOR THE UNION

Freeholder Director - Gerald Calabrese

Business Manager

*R. W. Kornfeld*  
R. W. Kornfeld - Personnel Officer

President

Recording Secretary

*C. J. Hartman*  
Business Representative

APPENDIX A-1

A. Minimum and Maximum Wage Rates (2/16/84 - 2/15/85)

Stationary Engineer	\$ 8.00/hour to \$ 10.45/hour
Refrigeration Mechanic	\$ 7.36/hour to \$ 9.55/hour
Senior Maintenance Repairer; Heating & Air Conditioning	\$ 6.72/hour to \$ 8.65/hour

B. Shift Differential Rates (2/16/84 - 2/15/85)

Evening and Night Shift Duty	0.75¢ per hour
Saturday, Sunday and Holiday Duty	0.50¢ per hour

APPENDIX A - 2

Salary Distribution

1. All employees on the Employer's Payroll as of the date of ratification of this Agreement (July 11, 1984) shall receive 0.65¢ per hour to their existent wage rate effective February 16, 1984 or thereafter, dependent upon their individual employment date.
2. All employees hired after the ratification of this Agreement shall receive no increase to their defined wage rate during the life of this Agreement.
3. All fringe benefit changes shall be made effective February 16, 1984 unless otherwise indicated herein, and shall apply to all employees on the Employer's Payroll as of February 16, 1984.
4. There shall be no lump sum payments during the life of this Agreement.