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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,  
AFL-CIO

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Feb. 15, 1979 - Aug. 15, 1981

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PREAMBLE

GENERAL AGREEMENT and Appendix annexed thereto consisting of pages A-1 to A-4, made this 14th. day of June, 1979 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 International Union of Operating Engineers, AFL-CIO, hereinafter called 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 (hereinafter called the Hospital) recognized as being represented by the Union as follows:

RECOGNITION

ARTICLE NO. I - 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 and Senior Maintenance Repairmen, Refrigeration and Air-Conditioning, who have provided the Hospital with signed requests to be represented by that Union. The parties accept the audit performed by the Civil Service Commission dated September 21, 1978 and the reclassification titles resulting therefrom, and acknowledge that the work performed by Senior Maintenance Repairers, Heating & Air-Conditioning, shall be performed by the employees represented for collective bargaining by the Union.

COLLECTIVE  
BARGAINING  
PROCEDURE

ARTICLE NO. II-

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 without compensation by the Hospital, provided their absence would not seriously interfere with the operation of the Hospital.

MANAGEMENT OF  
HOSPITAL AFFAIRS

ARTICLE NO. III - 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.

DISCRIMINATION  
OR COERCION

ARTICLE NO. IV - 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.

MAINTENANCE OF  
WORK OPERATIONS

ARTICLE NO. V -

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.

CONDUCTING UNION  
BUSINESS ON  
HOSPITAL TIME

ARTICLE NO. VI -

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.

EMPLOYEES SERVING ARTICLE VII -

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 of 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 they 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





- 2.3.1 Arrange with his supervisor to leave his work;
- 2.3.2 Notify the supervisor of any Hospital organization visited, on arrival, and make arrangements for any observation necessary;
- 2.3.3 Notify his supervisor upon return to the job; and
- 2.3.4 Record his time out and time in with his Supervisor upon leaving and returning to his job.

PAYROLL DEDUCTION ARTICLE NO. VIII -  
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 immediately to the Payroll organization.
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 organization not less than three (3) weeks in advance of the scheduled pay date, and provided there is sufficient pay available to cover the same for 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 employees from 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

(b) Insufficient earnings in pay period

5. An authorization for deduction of Union membership dues shall be terminated automatically when an employee is transferred 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 collective 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: In the event that the legislation is enacted permitting the parties to negotiate the concept of an agency shop then, the parties will commence negotiations concerning

the issue within thirty (30) days of the effective date of the enactment.

WORK  
SCHEDULES

ARTICLE NO. IX -

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 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.

OVERTIME

ARTICLE X -

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) in the standard daily 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 computing 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.

MOVEMENT OF  
PERSONNEL

ARTICLE NO. XI -

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.

PAY TREATMENT  
FOR ABSENCES

ARTICLE XII -

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 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 absence 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 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 the employee to 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 for 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. Pay Treatment for Employees Retiring from Hospital Service

6.1 An employee with more than ten (10) years of Hospital service shall be granted a terminal leave with pay for one (1) day of each year (or part thereof) of service with the Hospital.

6.2 Such leave shall be taken prior to an employee's retirement date and is in addition to any vacation leave or compensatory time off to which he is entitled.

LEAVES OF  
ABSENCE

ARTICLE NO. XIII -

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 or service credit 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 Ordinarily, 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 seven (7) 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, provisional or probationary employee may be granted a personal leave of absence for maternity reasons as provided in Paragraph 1, above.

3.2 A permanent employee with five (5) or more years of service with the Hospital may elect, upon approval by the Hospital, to use up to seventy-two (72) working days of her accumulated sick leave for maternity purposes and shall have such leave considered a paid maternity leave.

3.2.1 An employee while on paid maternity leave is considered to be an active employee and as such will continue to accrue sick leave, holiday pay and other benefits paid for by the Hospital.

4. Military Training Leave of Absence

4.1 A full-time or part-time probationary or permanent employee who is a member of any component of the Armed Forces of the United States or New Jersey who is required to undergo Military Field Training for a period up to two (2) weeks is

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 military training prior to requesting 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 pay.

4.3.1 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.

#### VACATIONS

#### ARTICLE XIV -

##### 1. Vacation Eligibility.

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

1.2 Six (6) days' vacation eligibility is earned after completing the first six months of Hospital service. Thereafter, employees earn one additional day per month from the 7th. to 11th. month, and four (4) additional days at the end of the 12th. month for a total of fifteen (15) days after the first full year of employment.

1.3 Twenty (20) days of vacation during each year when an employee's service is beyond five (5) years.

1.4 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 and 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 year preceding.

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 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 wishes in this regard.

HOLIDAYS

ARTICLE XV -

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, Election Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. 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 Work Schedule

2.1 Employees of the Hospital who do not work on the observed holiday shall receive their regular pay for such day, provided any absence occurring on the day before and/or after the holiday has been excused 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 in addition to pay at their regular rate at straight time for all hours worked on the holiday, except where overtime provisions apply.

2.2.1 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.

3. If an employee works on a recognized holiday, he shall receive in addition to his regular rate of pay a holiday differential of \$ .50 per hour for hours actually worked.

EMPLOYEE  
BENEFIT PLANS

ARTICLE NO. XVI -

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

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

SHIFT  
DIFFERENTIAL

ARTICLE NO. XVII -

On week days Monday through Friday, inclusive, 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 53¢ per hour. On Saturdays and Sundays the day, evening and night shifts employees work shall be receiving a weekend differential of \$ .50 per hour in addition to the shift differential.

SALARIES

ARTICLE NO. XVIII -

1. Effective February 15, 1979 the salary schedule for all employees of the Hospital recognized as being represented by the Union shall be shown in Appendix "A" of this Article.

2. No employee will be paid less than the starting rate or more than the maximum rate for his pay grade.

DURATION

ARTICLE XIX -

1. The agreement shall become effective February 15, 1979, 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 P. M., August 15, 1981 except where so stated elsewhere in this contract.

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 Agreement.

CALL-IN-PAY

ARTICLE NO. XX -

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) hours' pay even if the actual time worked is of shorter duration.

SAFETY REGULATIONS ARTICLE NO. XXI -

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.

LONGEVITY

ARTICLE NO. XXII -

The Hospital shall provide longevity pay of \$200. yearly after nine (9) years of service, \$400. yearly after fourteen (14) years of service, \$600. yearly after nineteen (19) years of service. These amounts to be paid as a lump sum in the first pay period of the month following the employee's hire month. Longevity pay is not considered part of the employee's basic hourly rate. Above amounts are based upon fulltime schedules. Employees who work schedules of 20 or more hours per week shall receive proportionate amounts. Those who work schedules of less than 20 hours per week shall receive no longevity pay.

HEALTH  
BENEFITS

ARTICLE NO. XXIII -

The Hospital shall pay the full cost of health insurance benefits for dependants of eligible employees.

PERSONAL LEAVE  
PAY

ARTICLE NO. XXIV -

Each full-time employee will be entitled to one day of personal leave with pay during 1979, such time to be requested in advance through the Chief Engineer. The day may not be accrued, and will be disallowed if not taken between 2/15/79 and 2/15/80. In addition one day of personal leave with pay shall be granted each full-time employee during the contract year between 2/16/80 and 2/15/81. Days must be taken with prior approval of the department head, and must be used within the year of entitlement.

SETTLEMENT OF  
DISPUTES

ARTICLE NO. XXV -

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 shall 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 provision 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 the Grievance Committee may be present as observer at any hearing on the individual's grievance at Step 2, 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, Sunday or holidays or sick days.

l. Definition of union grievance representative

m. Time limitations may be modified by mutual agreement.

## Section 2.

Grievances shall 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 conclusively deemed 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 a 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 four (4) days further grievance proceedings will be conclusively deemed 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) 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 four (4) working days further grievance proceedings will be conclusively deemed 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 Director 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 Director 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) 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 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 obtaining 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 representative of the Grievance Committee, shall when situations warrant, be free to bring to the immediate attention of the Personnel Officer any conditions which may be a threat to the normal operating conditions of the Hospital.

MISCELLANEOUS

ARTICLE NO. XXVI -

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.

DENTAL BENEFIT

ARTICLE NO. XXVII -

All employees in the bargaining unit must belong to a group for the purpose of establishing a dental insurance benefit known as the Delta Plan, sponsored by the New Jersey Dental Service, Pla Inc., 60 Evergreen Place, Newark, New Jersey. Benefits will be

provided to the employees in the bargaining unit in accordance with the contract entered into between the County of Bergen and the New Jersey Dental Service Plan, Inc., commencing July 1, 1979 and ending February 15, 1981. The Hospital will contribute one-half of the monthly premium rates and the employees will contribute one-half the monthly premium rates. The Hospital contributions for monthly premium rates during the afore mentioned period are: one party \$1.625 ; two party: \$3.82; three party: \$6,255. Commencing February 16, 1981 and continuing to August 15, 1981 the Hospital will pay the entire monthly premium rates and the employees will make no contribution.

Definitions 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., Delta Plan, are set forth on pages 26 and 27.

#### DEFINITIONS

#### ARTICLE NO. XXVIII - Definitions

1. "Employee" is defined to be 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 N.J.S.A. 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 two (2) until date of attaining nineteen (19) years of age or to date of attaining twenty-three (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 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 other Dependent as defined in Section 2 of this Article, only if and while such person is covered by the Contract. A Covered Person shall cease to be eligible at the end of the Contract Month during which such Covered Person ceases to meet the definition of an Eligible Dependent and/or Employee.

4. The "One Party" rate is defined to be the rate covering the Employee only.

5. The "Two Party" rate is defined to be the rate covering the Employee plus one Dependent.

6. The "Three Party Plus" rate 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 herein mentioned.

ATTEST:

\_\_\_\_\_  
LORETTA WEINBERG, CLERK TO  
THE BOARD

WITNESS:  
  
\_\_\_\_\_

BERGEN COUNTY BOARD OF CHOSEN  
FREEHOLDERS

\_\_\_\_\_  
JEREMIAH F. O'CONNOR  
Freeholder Director



LOCALS 68-63A-68B  
OPERATING ENGINEERS AFL-CIO

*Vincent J. Giblin*  
\_\_\_\_\_  
VINCENT J. GIBLIN, Business Manage

*Thomas P. Giblin*  
\_\_\_\_\_  
THOMAS P. GIBLIN, President

*Joseph J. Farrell*  
\_\_\_\_\_  
JOSEPH J. FARRELL, Business Rep.  
  
\_\_\_\_\_



APPENDIX "A"

I. Minimum and Maximum rates of pay for job titles within the bargaining unit are set forth below:

JOB TITLE	HOURLY SALARY RANGE 2/16/79-2/15/80		HOURLY SALARY RANGE 2/16/80-2/15/81		HOURLY SALARY RANGE 2/16/81-8/15/81	
	a) Stationery Engineer	Minimum	6.00	Minimum	6.50	Minimum
	Level 1	6.40	Level 2	6.97	Level 2	7.00
	Level 2	6.80	Level 3	7.44	Level 3	7.50
	Level 3	7.20	Level 4	7.91	Level 4	8.00
	Level 4	7.60	Maximum	8.50	Maximum	8.50
	Maximum	8.50				
b) Heating, Ventilation & Air Conditioning Men	Minimum	5.00	Minimum	5.25	Minimum	5.50
	Level 1	5.36	Level 2	5.67	Level 2	5.92
	Level 2	5.72	Level 3	6.09	Level 3	6.34
	Level 3	6.08	Level 4	6.51	Level 4	6.76
	Level 4	6.44	Maximum	7.17	Maximum	7.17
	Maximum	7.17				

II. Employees of the Hospital employed on the date of this Agreement shall have their salary rates adjusted and increased during the term of this Agreement as set forth below:

a) Stationery Engineer	HOURLY SALARY RATES	HOURLY SALARY RATES	HOURLY SALARY RATES	HOURLY SALARY RATES
		2/16/79	2/16/80	2/16/81
	5.54	6.49	6.94	8.50
	6.04	6.49	6.94	8.50
	6.41	6.86	7.31	8.50
	6.41	6.86	7.31	8.50
	7.26	7.71	8.16	8.50 3/
	7.56	8.01	8.45	8.50 2/
	8.14	8.50 1/	8.50 4/	8.50 5/

1/ Employee will receive \$ .36 per hour increase in rate plus \$ .09 per hour lump sum payment.

2/ Employee will receive \$ .04 increase in rate plus \$ .31 lump sum payment.

3/ Employee will receive \$ .34 per hour increase in rate plus \$ .01 lump sum payment.

4/ & 5/ Employee will receive \$ .35 per hour lump sum payment.

b) Heating, Ventilation & Air Conditioning Men

	HOURLY SALARY RATE <u>2/16/79</u>	HOURLY SALARY RATE <u>2/16/80</u>	HOURLY SALARY RATE <u>2/16/81</u>
5.93	6.34	6.74	7.17
5.94	6.34	6.74	7.17
6.14	6.54	6.94	7.17 1/
6.45	6.85	7.17 2/	7.17 3/
6.81	7.17 4/	7.17 5/	7.17 6/

- 1/ Employee will receive \$ .23 increase in rate plus \$ .12 lump sum payment.
- 2/ Employee will receive \$ .32 increase in rate plus \$ .08 lump sum payment.
- 3/ Employee will receive \$ .35 per hour in lump sum payment.
- 4/ Employee will receive \$ .36 per hour increase in his rate plus \$ .04 per hour lump sum payment
- 5/ & 6/ Employee will receive \$ .35 per hour lump sum payment.

Lump sum payments will not be a part of the rate of pay but shall be a payment in addition to the rate of pay. The lump sum payment shall be made for every hour of work for which the employee entitled to the lump sum payment receives his regular hourly rate of pay.

The salary range for the Assistant Chief Engineer shall be greater than the excess of the maximum rate of pay for the highest paid Stationery Engineers but less than the maximum rate of pay for the Chief Engineer.

III. LICENSURE DIFFERENTIAL

Licensure differential pay will be granted, retroactive to February 16, 1979 and based upon each employee's licensure status with the State of New Jersey as of that date as documented to the Hospital by the employee.

Licensure differential pay is intended to permit salary progression within the employee's designated pay range as an encouragement for self-improvement and to promote a highly qualified staff.

Licensure differential pay will be granted only within the established pay range for the employee's title, and such extra pay will under no circumstances result in an hourly rate which exceeds the established maximum for any title.

Once granted, licensure differential pay shall be considered a permanent part of the employee's basic salary rate and shall be so treated with respect to pension and life insurance benefits and contributions.

Future changes in licensure differential pay will be added to the employee's hourly rate in the pay period following presentation of evidence of licensure by the employee. Responsibility for presenting written evidence licensure shall rest with the employee, and no retroactive licensure payment shall be made under any circumstance.

#### IV. COST OF LIVING

If the Consumer Price Index for the New York - North Eastern New Jersey Region for the period 1/1/79 to 12/31/79 increases by more than 5.45% over the level of the Consumer Price Index as of 12/31/78, then all employees covered by this Agreement shall receive a cost of living adjustment in the form of a lump sum payment.

The payment shall be determined by multiplying that part of the increase in the Consumer Price Index, which is in excess of 5.45 x the employee's hourly rate x the number of hours for which the employee was paid. The lump sum payment shall be due in the first payroll period of April, 1980. If the Consumer Price Index increases beyond 5.45% for the period 1/1/80 to 12/31/80, then the employees shall receive a lump sum payment for cost of living adjustments in the same manner as stated hereinabove. Effective 2/16/81 there shall be no further cost of living benefit contained in this contract. However, if the Consumer Price Index for the period 1/1/81 to 2/16/81 increases at an annual rate which is in excess of 5.45, then the employee shall receive a cost of living adjustment in the form of a lump sum payment for the hours for which they were paid during the period 1/1/81 to 2/16/81.

LONGEVITY SERVICE PAY

Each full time employee shall receive longevity pay starting with the sixth (6) anniversary of his employment. A lump sum payment which, shall not be considered as part of the employee's basic hourly rate or annual salary, shall be made on the completion of each anniversary date as follows:

\$100.00 for service periods of from 6 years to 8 years

\$200.00 for service periods of from 9 to 13 years

\$400.00 for service periods of from 14 to 18 years

\$600.00 for service periods of 19 years or more.