

Technical Local I

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF BERGEN

(OPERATING THE BERGEN PINES COUNTY HOSPITAL)

AND

NEW JERSEY EMPLOYEES LABOR UNION, LOCAL # 1

(BERGEN PINES TECHNICAL UNIT)

for the period from January 1, 1982 through December 31, 1984

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE - - - - -	1.
ARTICLE I - RECOGNITION - - - - -	2.
ARTICLE II - TERM OF AGREEMENT - - - - -	2.
ARTICLE III - COLLECTIVE NEGOTIATING PROCEDURE - - - - -	2.
ARTICLE IV - MANAGEMENT RIGHTS- - - - -	3.
ARTICLE V - DISCRIMINATION AND COERCION- - - - -	5.
ARTICLE VI - SALARIES AND WAGES - - - - -	5.
ARTICLE VII - LONGEVITY- - - - -	8.
ARTICLE VIII - HEALTH BENEFITS- - - - -	9.
ARTICLE IX - PERSONAL LEAVE - - - - -	11.
ARTICLE X - WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF - - -	11.
ARTICLE XI - LEAVES OF ABSENCE- - - - -	16.
ARTICLE XII - VACATIONS- - - - -	23.
ARTICLE XIII - HOLIDAYS - - - - -	24.
ARTICLE XIV - PENSION- - - - -	26.
ARTICLE XV - GRIEVANCE PROCEDURE- - - - -	26.
ARTICLE XVI - SENIORITY RIGHTS - - - - -	28.
ARTICLE XVII - DUES CHECKOFF- - - - -	28.
ARTICLE XVIII - FAIR SHARE PAYMENTS- - - - -	28.
ARTICLE XIX - PERSONNEL FILES- - - - -	29.
ARTICLE XX - LAYOFFS- - - - -	29.
ARTICLE XXI - USE OF PERSONAL VEHICLE- - - - -	29.
ARTICLE XXII - CONTINUATION OF CONTRACT PROVISIONS- - - - -	30.
ARTICLE XXIII - MAINTENANCE OF BENEFITS- - - - -	30.
ARTICLE XXIV - TUITION REIMBURSEMENT- - - - -	30.
ARTICLE XXV - UNIFORMS - - - - -	31.
ARTICLE XXVI - PROFESSIONAL REGISTRATION- - - - -	31.
ARTICLE XXVII - BULLETIN BOARD AND MAILBOX - - - - -	32.
ARTICLE XXVIII - PARKING- - - - -	32.
ARTICLE XXIX - SEPARABILITY - - - - -	32.
ARTICLE XXX - TERMINAL LEAVE PAYMENT - - - - -	32.
ARTICLE XXXI - STRIKES AND LOCKOUTS - - - - -	33.
SIGNATURE PAGE - - - - -	34.
SCHEDULE A-1 TITLES AND RANGES	
SCHEDULE A-2 TITLES AND RANGES	

PREAMBLE

This Agreement is made this 1st day of January 1982 between the County of Bergen operating the Bergen Pines County Hospital hereinafter referred to as 'Hospital' and New Jersey Employees Labor Union; Local # 1 (Bergen Pines Technical Unit) hereinafter referred to as 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 for certain technical employees of the Hospital:

Now, therefore, the parties agree to terms as follows:

ARTICLE I-RECOGNITION

The Hospital recognizes the Union as the exclusive representative of the employees in the negotiating unit of all technical employees employed by Bergen Pines County Hospital in the Departments of Radiology, Pathology, Inhalation/Respiratory Therapy, technical personnel in the EKG-EEG Service and Dental Assistants, but excluding other professional employees, non-professional employees, craft, blue collar and clerical employees, police and supervisors within the meaning of the New Jersey Public Employer-Employee Relations Act. Attached hereto as Schedule 'A' is a list of all titles covered by this Agreement.

ARTICLE II-TERMS OF AGREEMENT

This Agreement shall remain in force from January 1, 1982 through December 31, 1984 dates inclusive.

ARTICLE III-COLLECTIVE NEGOTIATING PROCEDURES

1. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Not more than four (4) representatives of each party plus counsel shall participate in collective negotiating meetings, except by consent of both parties.
2. Collective negotiations for the contract period beginning on January 1,

1985 shall commence on or about September 1, 1984.

3. Union representatives (not exceeding the number shown in Section 1 of this Article) on duty during the periods agreed upon for negotiations shall be permitted to attend the negotiating session so scheduled and subsequently regularly scheduled negotiating sessions as well as one-half hour period prior thereto for consultation purposes without loss of pay. No other payment will be made to Union representatives for the negotiating sessions.

ARTICLE IV-MANAGEMENT RIGHTS

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

Further, no management prerogative reserved solely to the discretion of the Hospital by the terms of this Agreement shall be made the subject of a grievance.

The Union agrees that among the activities, but NOT LIMITED TO THEM, over which the Hospital management retains sole authority are the following:

1. The types of health care service to be provided by the Hospital.
2. The size and location of the Hospital and the numbers of specific units therein.
3. The means of providing health care services consistent with the requirements of law, quality standards of care, the practice of the medical staff, and the welfare of the patients.
4. Implementation of any program or technological change, and introduction of new or improved methods, programs or facilities, whether or not the same cause an enlargement or a reduction in the working force or department, function or division.
5. The safety of patients and employees, and the protection of property.
6. The size of the work force.
7. Determination of charges for services and other relationships between patients and the administration or Board of Managers of the Hospital.
8. Suspension or elimination, and addition, reorganization, or expansion of services, with any consequent reduction or other change in the work force.
9. Selection of qualified employees for hire, scheduling, promotion, demotion, lay-off, transfer, discipline and discharge for cause, except that such action shall be based on proper cause and shall be consistent with the Rules and Regulations of the Civil Service Commission.
10. Maintenance of facilities or services, including performance standards required by licensure, accreditation or the Hospital's standards of patient care.
11. The appointment and conduct of such technical, operational or professional advisory personnel and committees as are required for the information of the Board of Managers and its administration, or to meet the requirements of licensure, accreditation or other obligations.

12. The right to promulgate and enforce reasonable rules and regulations provided that such rules and regulations do not contravene other provisions of this Agreement.

It is agreed that when the Hospital, in its exercise of any management right, makes new rules or modifies existing rules governing working conditions, such action is negotiable and subject to the Grievance Procedure.

ARTICLE V-DISCRIMINATION AND 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 VI-SALARIES AND WAGES

1. Effective 1/1/82 and retroact'e to that date, salary increases shall be provided as follows:

a) An increase of 9.55% over each employee's base pay for the year ending December 31, 1981.

2. Effective 1/1/83 and retroact'e to that date, salary increases shall be provided as follows:

a) An increase of 9.55% over each employee's base pay for the year ending December 31, 1982.

3. Effective 1/1/84 and retroact'e to that date, salary increases shall be

provided as follows:

a) An increase of 9.55% over each employee's base pay for the year ending December 31, 1983.

4. Differential Payments

a) Employees in departments with shift operations shall be paid a shift differential of 0.85¢ during the year 1982 and of 0.95¢ during the years 1983 and 1984 in addition to their regular hourly rates of payment for all regularly scheduled hours of work prior to the standard work shift (7:00 a.m.) and subsequent to the standard work shift (5:00 p.m.) except that employees working shifts starting at 3:00 p.m. or later, shall be paid a shift differential for all hours worked on that shift.

b) Employees whose regularly scheduled hours of work include non-shift hours on Saturdays and/or Sundays shall be paid a weekend shift differential of 0.50¢ per hour in addition to their regularly scheduled hourly rates of pay for each hour worked.

c) Employees whose regularly scheduled hours of work include shift hours on Saturdays and/or Sundays shall be paid both the shift payment identified in Section a above and weekend payment identified in Section b above, in addition to their regularly scheduled hourly rates of pay for each hour worked.

5. Pay Checks

Pay Checks shall be issued bi-weekly, on alternate Fridays and shall be distributed in each Department by the Department Head or designee in accordance with the Employer's general practice. Employees

working on a night shift may obtain their checks at the Cashier's Desk on Thursday night in accordance with the Employer's practice. If an employee is not scheduled to work on a Friday, the Hospital shall permit the employee to pick up his/her salary check on Thursday night provided that notice thereof is given to the Hospital on or before Wednesday of that week.

6. Salary Changes

a. Salary increases shall be added to the employee's base salaries and shall not be paid as lump sum payments.

b. Every employee shall receive a salary no less than the negotiated minimum rate for the title of the employee shown in Schedule 'A' attached hereto. If the employee's salary as of the final payroll period of 1981 was less than the said minimum salary for the employee's title, the employee shall receive effective 1/1/82 either a 9.55% increase in rate as set forth in paragraph 1 above or the minimum salary rate set forth on the said Schedule 'A' plus 0.30¢ per hour for each year or portion thereof for which the employee was employed prior to 1/1/82 whichever is greater.

c. All employees who had received their maximum salaries prior to 1/1/82 pursuant to this Agreement then covering the employees now covered herein, and who received 'lump sum' payments shall have added to their salaries as of 1/1/82 (after the addition of the 9.55% raise provided for in sub-paragraph 1 above), a sum equal to the lump sum payment received in 1981 and a sum equal to one-half (½) of any lump sum payment received in any year prior to 1981.

d. Employees commencing their employment to the Hospital between January 1, 1982 and the date appearing on the first page of this Agreement shall receive salary increases pursuant to

paragraphs 1, 2 and 3, above, except that during the first calendar year:

1) The employee's 'base-rate' shall be the salary received by the employees in the first period after date of hire and

2) The salary increase shall be retroactive to the employee's date of hire.

7. Promotions

Upon promotion, each employee shall receive a salary increase at least equal to the minimum salary rate for the higher title or five (5%) per cent above the employee's present salary, whichever figure is greater.

ARTICLE VII-LONGEVITY

1. Annual payment shall be made to employees with unbroken, continuous long-term service to the Hospital as follows:

a. Employees covering 72 months (6 years) of service shall receive \$100.00 after their individual anniversary date.

b. Employees covering 108 months (9 years) of service shall receive \$200.00 after their individual anniversary date.

c. Employees covering 168 months (14 years) of service shall receive \$400.00 after their individual anniversary date.

d. Employees covering 228 months (19 years) of service shall receive \$600.00 after their individual anniversary date.

2. Longevity payments shall be included as part of the base salary, except for the computation of premium pay.

3. Part-time employees must work a minimum of twenty (20) hours per week to be eligible for longevity. They will receive that proportion of the longevity payment represented by the percentage of their hours of work compared to the standard work week.

4. Seasonal and per diem employees are not eligible.

ARTICLE VIII - HEALTH BENEFITS

1. Hospital and Medical - Premium for the current State Health Benefits Plan, including Blue Cross Hospitalization, Blue Shield Medical-Surgical Plan, and Major Medical Insurance Coverages, provided during the year 1981 for Hospital employees and their eligible dependents shall continue to be provided and shall be paid by the Hospital. Employees must work at least twenty (20) hours per week to be eligible for such coverage.

2. Dental - the Hospital shall provide a dental care insurance program during the term of this Agreement sponsored by the New Jersey Dental Service Plan, Inc., being the same program provided during the year 1981 by the County of Bergen to the Hospital's non-affiliated employees. All premiums for said plan shall be paid by the Hospital.

3. Disability - The Hospital shall provide a disability benefits insurance program during the term of this Agreement sponsored by Washington National Life Insurance Company or a company agreeable to both parties, subject to the following conditions:

a. \$5.00 of the premium for each employee shall be paid by the Hospital and the remainder or \$3.40 shall be paid by each employee who chooses to join the Program through payroll deductions, it being understood and agreed that no employee shall be obliged to participate in the said Program;

b. The benefits to be provided shall include (for the period commencing 12/1/81) 70% of the employee's weekly wage to a maximum of \$150.00 per week, a 45-day waiting period with a maximum of 52 weeks in payments, no requirement that sick leave be exhausted before entitlement to disability payments, and disability coverage due to pregnancy.

c. An employee eligible for disability payments, who has sick leave accumulated, shall receive the disability payment, plus that amount of sick leave payment required to insure the employee his/her regular bi-weekly salary.

4. Prescription:

The Hospital shall provide a prescription payment insurance plan to all employees covered by this Agreement and with coverage for dependents, under the terms of which Plan:

a. Each employee shall pay the first two dollars of the cost of each prescription;

b. The insurance company shall pay any and all charges above the two dollar payment made by the employee.

c. The Hospital shall pay the full premium.

5. Seasonal and per diem employees shall not be eligible for the benefits set forth above.

6. In the event the Hospital desires to enter into a program of self-insurance regarding coverage for the items set forth above, the parties agree to reopen negotiations solely as to this issue; provided, however, that no change in the Agreement shall be effective without the consent of both parties.

7. The Hospital shall provide each employee with an annual complete medical examination, which is mandatory. (No cost to the employee.) Employees may receive emergent medical assistance from the Employee Clinic during the work day, by notifying the department head prior to visiting the clinic. If an employee wishes examination by his/her own doctor, the employee shall bear the cost. Clinic hours shall be Mondays, Tuesdays, Thursdays, and Fridays, from 9:00 a.m. to 12:00 noon, by appointment. There shall be no charge to an employee for services rendered at the Employee Clinic.

ARTICLE IX - PERSONAL LEAVE

Employees who have completed ninety (90) days of full-time employment at the Hospital shall be entitled to one (1) personal leave day each year, non-cumulative, to be used whenever needed and with approval, which approval shall not be unreasonably withheld. Arrangements for such leave must be made by the employee at least one (1) week in advance, except in case of emergency. Personal leave shall be granted with full pay, and may be taken in half-day periods.

ARTICLE X - WORK SCHEDULE, OVERTIME, COMPENSATORY TIME OFF

1. Regular Hours:

The regular hours of work each day shall be consecutive except for interruptions for meal periods and shall be from 8:30 a.m. to 5:00 p.m., with one-half hour off for lunch, unless otherwise indicated.

2. Work Week:

The regular work week shall consist of five (5) consecutive eight (8) hour days. This section does not apply to continuous operations employees as defined in Section 5.

3. Work Shift:

Eight (8) consecutive hours of work shall constitute a regular work shift. All full-time employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and ending time.

4. Work Schedule:

a. Work Schedules showing the employee's shifts, work days and hours shall be posted two (2) weeks in advance.

b. Individual work schedules may be changed by the Hospital to meet its needs provided that such changes are not made arbitrarily and subject to subsection c, below.

c. Except in cases of emergencies, department and individual work schedules shall not be changed unless the Hospital gives two (2) weeks' notification to the Union and affected employees and discusses the effect of the proposed schedule change with the Union and the affected employees.

5. Continuous Operations

Employees engaged in continuous operations are defined as employees engaged in an operation for which there is regularly scheduled employment for seven (7) days a week. In such cases, Saturday and Sunday work schedules shall be rotated equitably among the employees in the Departments.

Continuous operation employees shall, in all cases, receive four (4) days off in each two (2) week pay period consisting of one weekend and two (2) other days which need not be consecutive.

6. Rest Periods

a. All employees' work schedules shall provide for a fifteen (15) minute paid rest period during each four (4) hour work period. The rest period shall, whenever practical, be scheduled near the middle of each four (4) hour period.

b. Employees who work beyond their regular ending time into the next shift shall receive a fifteen (15) minute paid rest period before they start to work on the next shift whenever the overtime period is expected to exceed two (2) hours. In addition, they shall be granted any regular rest period that occurs during the shift.

7. Clean-up Time

Employees shall be granted a reasonable period not to exceed fifteen (15) minutes for clean-up and/or travel to central checkout location prior to the end of each work shift.

8. Lunch Periods & Meals

All shift employees covered by this Agreement shall have an unpaid lunch period of one-half ($\frac{1}{2}$) hours. Employees shall be permitted to leave their work area during lunch periods.

9. Shift Assignments

Except in emergencies, there will be no rotating of continuous shift assignments ("rotating" shall mean the reassigning of an employee from one complete shift to a different complete shift within the continuous operation).

Changes in regular shift assignments on a voluntary basis will first be made by order of seniority and volunteers will receive preference before new hires. The Hospital will endeavor to avoid involuntary changes in regular shift assignments by staffing the evening and night shifts with new hires, then involuntary changes in regular shift assignments will be made inverse seniority and shall be temporary until a new hiree is employed.

When the hours of work are increased or decreased due to the introduction of daylight savings time or a return to standard time, employees affected by the change will be paid for the hours which they actually work.

10. Call-Back

a. Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of four (4) hours at a time and one-half ($1\frac{1}{2}$) rate after 40 hours/week.

b. No employee shall be sent home during his regular scheduled shift for the purpose of recalling him to work on a later shift.

11. On-Call

a. Employees in the Radiology and Inhalation Therapy and Toxicology Departments may be subject to "on-call" duties. Employees who are

"on-call", shall make themselves available for active duty during the period that they are "on-call".

b. In the Radiology Department, "on-call" hours shall be from 5:00 p.m. until 8:00 a.m. the following morning Monday through Saturday ("regular Radiology call"); and from 8:00 a.m. on Sunday morning to 8:00 a.m. the following Monday ("24-hour call").

c. In the Inhalation Therapy Department "on-call" hours shall be from 4:30 p.m. to 8:00 a.m. of the following morning Monday through Sunday ("regular Inhalation Therapy call").

d. In the Toxicology Department, "on-call" hours shall be from 3:00 a.m. to 8:00 a.m., Monday through Friday, and from 5:00 p.m. Saturday evening to 8:00 a.m. on Sunday and from 8:00 a.m. on Monday ("regular Toxicology call").

e. On-Call assignments shall be rotated for all employees except Supervisory Personnel.

f. Compensation for Regular Radiology Call and Regular Inhalation Therapy Call and Regular Toxicology Call shall be Twenty-Two and 00/100 (\$22.00) Dollars and for 24-Hour Call shall be Thirty and 00/100 (\$30.00) Dollars. This compensation shall be in addition to compensation for hours actually worked in the event that the employee is acutally called to perform active duty.

g. Hours worked in excess of forty (40) hours per week shall be paid at the overtime rate.

h. Provided in the judgment of the supervisor that the substitute employee is qualified, employees shall have the right to arrange to have other employees cover for them as to "on-call" duty with departmental approval, which approval shall not be unreasonably withheld.

i. Employees in departments other than those set forth in paragraphs a through d above who are directed to be "on-call" shall be compensated in the same manner as set forth in paragraphs f and g above.

12. Overtime

Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any work week. Every hour for which an employee is paid shall be considered time worked. In addition, time and one-half (1½) shall be paid from the beginning of the sixth (6th) consecutive day of work.

b. Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (½) hour off without pay for the purpose of eating. A similar one-half (½) hour without pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

c. For work done between six (6) and fifteen (15) minutes after the hour, an employee will receive fifteen (15) minutes at time and one-half (1½). For work done between fifteen (15) and thirty (30) minutes after the hour, the employee will receive thirty (30) minutes at time and one-half (1½).

d. Overtime work shall be voluntary, except in case of emergency. In the event of an emergency, overtime shall be assigned by the Department Head on a rotating basis according to the appropriate job title for the work performed. An initial list shall be posted by the Department Head with employee's names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing

on the said list and continuing through the list.

e. All overtime worked shall be paid for as promptly as possible, and no later than four (4) weeks after it is worked.

13. Out-of-Title Work

In the event that an employee is assigned duties which are the duties of a title higher or superior to the employee's own title, for a period of five (5) consecutive days or longer, the employee shall be entitled to compensation, retroactive to the first (1st) hour so worked, at the rate provided for the higher or superior title, provided said rate is at least five (5%) percent higher than the rate being paid to the employee is his own title. The Hospital shall not rotate employees for period of less than five (5) days performing the duties of a higher title in order to avoid payment of the higher rate.

ARTICLE XI - LEAVES OF ABSENCE

A. Leaves Without Pay

1. Eligibility Requirements: Permanent employees shall be eligible for leaves of absence without pay after six (6) months' service with the Hospital.

2. Application:

a. Any request for a leave of absence shall be submitted in advance, in writing, by the employee to his immediate supervisor. The request shall indicate the starting date of the leave of absence, the length of time being requested, and the reason therefor.

b. Authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor in writing, if feasible.

c. Any request for a leave of absence shall be answered promptly.

d. To the extent possible, employees shall be returned to the position they held at the time the leave of absence was approved.

e. Leave of absence shall not be granted to extend vacation periods, and may be denied on the basis of inappropriate reason, subject to grievance procedure.

f. Any employee on unpaid leave of absence shall not accrue sick, vacation or holiday leave during such period.

3. Education Leave:

After completing one year of service, any permanent employee upon request shall be granted a leave of absence without pay for educational purposes. The total period of the leave of absence shall not exceed one (1) year. The leave of absence for such educational purposes shall not be granted more than once in every three (3) year period.

B. Leaves with Pay:

1. Jury Duty Leave:

An employee shall be granted leaves of absence with pay when the employee is required to report for jury duty. Fees received by the Employee as a juror, other than meal and travel allowances, shall be paid over by the employee to the Hospital and the Hospital shall furnish to the employee a receipt for such money.

2. Sick Leave:

a. Sick Leave shall be granted for:

i. Absence from duty because of personal illness, injury or accidental disability by reason of which the employee is unable to perform his/her usual duties.

ii. Exposure to contagious disease which results in quarantine by the health authority;

iii. Serious illness to a member of the employee immediate family or household (as defined in Funeral Leave) requiring the employee's attention and care; leave under this sub-paragraph shall be limited to three (3) working days; if more than three (3) working days is required under this subparagraph such shall be limited to three (3) working days; if more than three (3) working days is required under this subparagraph, the employee may request additional sick leave, the granting of which request shall be solely at the discretion of the Hospital.

iv. In case of an extended illness, the employee may use accrued compensatory time off or vacation leave.

v. Up to three (3) hours for an employee to visit a doctor or dentist.

b. If the employee is unable to report to work due to illness or for any other reason, the employee shall notify the Department Head in advance of the employee's scheduled reporting time.

c. For any sick leave of five (5) days or more, evidence substantiating the illness shall be submitted by the employee to the Hospital, if requested by the Hospital. If requested by the Hospital in any sick leave of five (5) days or more, the employee shall submit a doctor's certificate which attests to the fact that the employee or an eligible family member is under the doctor's care and that the employee was unable to work during said period. The Hospital retains the right in sick leaves of under five (5) days to conduct an inquiry into the sick leave request or to require an examination by a doctor selected by the Hospital.

d. The employee shall complete Form 183 "Absence

Notification and Request for Approval of Leave" upon return to work or sooner in the case of lengthy absence.

e. Unused sick leave shall accumulate without limit during an employee's employment with the County of Bergen.

f. Employees shall earn sick leave at the rate of one (1) day for each full month of service during the remaining months of the first calendar year of employment and fifteen (15) working days (1- $\frac{1}{2}$ days per month) for each calendar year thereafter. If an employee commences work prior to the fifteenth of the month, sick leave shall be earned for that month; if the employee begins work after the fifteenth of the month, sick leave shall not be earned for that month. Part-time employees shall earn sick leave on a proportional basis.

g. Paid sick leave shall be considered as time worked for purposes of overtime computation and benefit earnings.

3. Service Injury Leave:

a. An employee shall be entitled to service injury leave if the employee is unable to attend to the employee's usual duties due to an injury or illness which occurred while the employee was performing duties for the Hospital and which is compensable under the worker's compensation statute or any policy of worker's compensation insurance applicable to the said employee.

b. After all service injury leave has been exhausted, the employee may elect to use any accumulated sick leave, vacation, or compensatory time off to which the employee is entitled; the granting of any additional service injury leave shall be solely within the discretion of the Hospital.

c. Payment for service injury leave: Employees who have completed three (3) months' service with the Hospital and who have sustained a service injury will be compensated by the Hospital on a bi-weekly basis at the employee's regular base rate of pay, for the period of the employee's service injury leave, but not to exceed ninety (90) working days for each new and separate injury. Payment shall be made in either of the following ways:

i. A check issued by the Hospital in the full sum of the employee's base salary. Upon receipt of worker's compensation checks for temporary disability during the said ninety (90) day period, the employee shall endorse those checks over to the Hospital. Subject to it being permitted to do so by applicable Federal and state law or regulation, the Hospital shall record that portion of the salary checks equal to the amount of the worker's compensation checks covering partial disability as not being income to the employee for income tax purposes and the W-2 or similar form sent to the employee at the conclusion of each year shall not show such payments as income;

ii. A check issued by the Hospital in an amount equal to the difference between the employee's base salary and the amount of partial disability worker's compensation insurance payments received by the employee during the said ninety (90) day period;

iii. If eligibility for such payments is contested by the Hospital, eligibility will be based upon the decision of the New Jersey Division of Worker's Compensation Act.

e. Contested Injuries: Charges may be made against sick leave accrual, if any, in any case where the Hospital is contesting the employee's eligibility for service injury leave. In the event

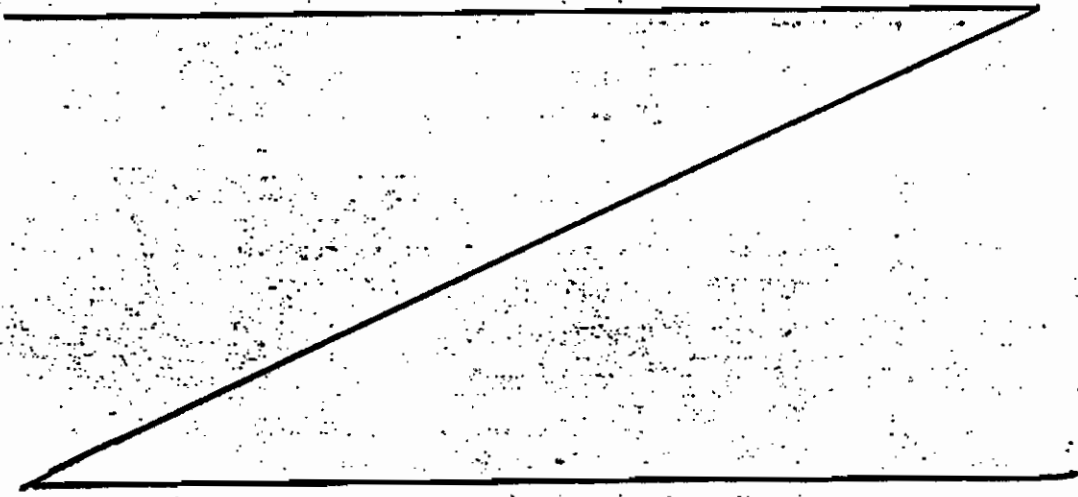
that the Worker's Compensation Division determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance.

f. Service injury leave is granted in lieu of an and not in addition to worker's compensation benefits as to partial disability payments during the said ninety (90) day period.

g. During any service injury leave, if requested by the Hospital, the employee shall submit a note from his or her treating physician setting forth the nature and extent of the injury sustained by the employee once every fourteen (14) days.

4. Funeral Leave:

a. Employees shall be entitled to four (4) working days leave with pay to attend or make arrangements for the funeral of a member of their immediate family. Immediate family is defined as and limited to spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or any other relative residing in the employees household.



b. In the event a death in the family of an employee occurs while an employee is on vacation, the employee is eligible for the funeral leave benefit provided herein, but the employee's vacation shall not be extended without Hospital approval.

5. Maternity Leave:

a. A female employee upon her request shall be granted permission to use accumulated sick leave for maternity and subsequent child care purposes.

b. In those instances where the employee's accumulated sick leave benefits are limited and when requested by the employee, the Hospital shall approve a leave of absence without pay not to exceed six (6) months, provided however, that the total leave granted to the employee, including both accumulated sick leave and leave of absence without pay shall not exceed one (1) year. Upon her return to service, the employee shall be re-employed by the Hospital without a loss of pay and, where feasible, shall be returned to the employee's former position.

c. The employee, if requested by the Hospital, shall submit adequate evidence of pregnancy.

6. Union Leave:

a. Members of the Union who are elected or designated by the Union to attend any meeting or educational conference of the Union or convention of the Union or other bodies with which the Union is affiliated shall be granted the necessary time off without loss of pay provided that notification is given to the Hospital in writing by the Union at least two (2) weeks in advance and provided that such requests are not in excess of ten (10) working days per year for all members. The Union may save Union Leave as defined in detail above from the first year of this Agreement for use in the following year. The request for such leave shall be answered by the Hospital within five (5) working days of receipt by the Hospital of the request.

7. Military Duty Leave:

a. If an employee is required to serve actively in any component of the Armed Forces of the United States or New Jersey, the employee shall receive a leave of absence with pay for the first two (2) weeks and a leave of absence without pay thereafter, which leave of absence without pay shall expire on the ninetieth (90th) day following the employee's release from active military service. Upon request of the Hospital, proof of active military duty shall be presented to the Hospital.

8. Military Training Leave:

a. An employee who is a member of any component of the Armed Forces of the United States or New Jersey and who is required to undergo military field training shall be granted a leave of absence with pay to take part in such training for a period of up to two (2) weeks. The employee shall supply a certified copy of orders for military training to the Hospital prior to the granting of such leave. Any pay received by the employee from the Government for the employee's participation in such military training shall be retained by the employee.

9. Personal Leave:

a. Employees who have completed ninety (90) days of full-time employment with the Hospital shall be entitled to one (1) personal leave day each year, non-cumulative, to be used at the discretion of the employee with Departmental approval which approval shall not be unreasonably withheld. Arrangements for such leave must be made by the employee at least one (1) week in advance except in case of emergency. Personal leave shall be granted with full pay and may be taken in half-day periods.

10. Civil Service Examination Leave:

a. Employees shall be allowed time off with pay as needed to take open competitive and promotional examinations held by the New Jersey Department of Civil Service. Such time off must be requested in advance in writing and requests for

such leave shall not be abused.

11. Court Appearance Leave:

a. An employee shall be paid for job-related court appearances. The employee shall present the subpoena to his immediate supervisor or department head upon receipt.

12. Professional Seminar Leave:

a. Required Seminars:

i. If an employee is directed or required by the Hospital to attend a professional seminar or similar meeting or convention, the Hospital shall pay the employee's salary, together with all expenses reasonably incurred by the employee, during the employee's attendance.

b. Non-Required Seminars:

i. Each employee shall be entitled to five (5) days' paid leave per year for the purpose of attending professional seminars which the employee is not obligated or directed to attend by the Hospital, with the prior approval of the Management.

ii. In addition, the Hospital shall reimburse each employee granted such leave for the cost of registering for and attending such seminars including the cost of transportation, registration, lodging and food, provided that the Hospital's total obligation to all employees in the Unit shall not exceed the sum of \$ 3,500 for 1982, \$ 4,250 for 1983 and \$ 5,000 for 1984, and provided that no employee shall receive more than \$ 700.00 in connection with any such seminar. In the event that the seminar fund is not exhausted in any given year, the amount not paid out shall be added to the seminar fund for the next succeeding year. When so requested by the employee, the Hospital shall pay the registration fee in advance by direct payment to the organization sponsoring the seminar.

iii. Payments to employees shall be made on a first come, first serve basis.

- iv. The Hospital shall notify the shop steward of the Union prior to making any payments to any employees so that the Hospital and the Union shall be in a position to avoid potential abuse of these payments by individual employees.
- v. Payment shall be limited to \$ 50.00 per day for lodging and \$ 18.00 per day for food or higher if during the term of this Agreement the Employer modifies its policy to provide for higher limitation.

ARTICLE XII-VACATIONS

- A. All full time employees shall be entitled to the following consecutive vacation periods:
 - 1) One day per month in the first year for the first 11 months and four days in the twelfth month, provided the initial date of hire is on or before the fourth day of the month;
 - 2) From the beginning of the second year to and including the fifth year, one and one-quarter days per month (15 days per year);
 - 3) From the beginning of the sixth year and thereafter, one and two-thirds days per month (20 days per year).
- B. Part time employees shall receive vacation leave in an amount proportional to the vacation leave received by a full time employee.
- C. When feasible, vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his/her choice of vacation. Unless vacation preferences are submitted within twenty-one (21) calendar days following the written request for such, the employee shall forfeit his/her seniority rights with respect to vacation preference.

- D. Vacation leave may be accumulated for one year.
- E. If a holiday occurs during any paid vacation period, the employee shall receive credit for that holiday.
- F. Any employee who is laid off, discharged, retired or separated from the service of the Hospital for any reason prior to his/her taking vacation leave shall be paid for any unused vacation leave he/she has accumulated.
- G. In the case of the death of an employee, accumulated vacation leave shall be paid to the employee's estate.
- H. Employees on an approved paid leave will continue to accrue vacation leave according to length of service and regular work schedules.
- I. Prior to commencing vacation, employees may receive payment for the salary they will earn during their vacation leave to the extent that they have earned and accrued such vacation time and provided that at least a one-week vacation is to be taken and the employee has notified his/her department head at least thirty (30) days prior to the commencement of the vacation.

ARTICLE XIII-HOLIDAYS

- A. The Hospital agrees to furnish the following holidays with pay to all employees covered by this Agreement:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Each employee's Birthday
Labor Day	

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

- B. Whenever any holiday falls on a Sunday, it shall be observed on the succeeding Monday; if it falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a day which is a paid absence for an employee, the employee shall receive full credit for that holiday.
- C. Employees regularly scheduled to work twenty hours or greater but less than forty hours per week shall receive holiday benefits on a pro-rated basis.
- D. To be eligible for a holiday benefit, the employee must have worked on his/her last scheduled work day before the holiday and on his/her first scheduled work day after the holiday, except when an employee is absent on a previously approved absence with payment.
- E. If requested by the Hospital, an employee who calls in sick on his/her last scheduled work day immediately preceding or following a holiday shall be required to submit a doctor's certificate to the payroll office within five (5) working days of the holiday in order to be eligible for the holiday benefit. Such request is generally automatic.
- F. If an employee works on a holiday, except on Christmas and New Year's Day, in addition to his/her holiday pay (including shift differential where applicable), the employee shall receive straight time (including shift differential where applicable) together with a premium payment of 0.50¢ per hour for all hours actually worked. If an employee works on Christmas or New Year's Day, in addition to his/her holiday pay (including shift differential payment where applicable), the employee shall receive payment at time and one-half (1½) for all hours actually worked. At the option of the employee, the holiday benefit may be taken in either a salary payment or in compensatory time but not both.

ARTICLE XIV-PENSION

- A. The Hospital shall continue in effect the pension plan provided to its employees in 1981 including the life insurance benefit as provided.

ARTICLE XV-GRIEVANCE PROCEDURE

- A. The term grievance as used herein shall mean any controversy that arises over the interpretation, application, or alleged violation of the policies and administrative decisions affecting the terms and conditions of employment including discipline or of the express terms of this Agreement and may be raised by an individual employee or the Union.
- B. Step 1-Immediate Supervisor
1. Employees shall discuss the grievance with his/her immediate supervisor. If the employee or the Union are not satisfied with the result of the discussion, the employee or the Union shall file a written notice of grievance with the Department Head. If for any reason the employee or the Union do not wish to discuss the grievance matter with the employee's immediate supervisor, the employee or the Union may begin the procedure with a written notice to the Department Head.
- C. Step 2-Department Head
1. A grievance shall be in writing and shall be delivered to the Department Head. Within four (4) working days after receipt of the grievance by the Department Head, a meeting will be held at a mutually convenient time and place among the Department Head, the employee and a representative of the Union. Within four (4) working days thereafter, the Department Head shall deliver his/her written decision to the employee and the Union. If the employee or the Union is not satisfied with the decision, within ten (10) working days of the receipt of the decision by the employee and the Union,

an appeal shall be filed with the Personnel Officer of the Hospital and the parties shall proceed to Step 3 as set forth below.

D. Step 3-Personnel Officer

1. Within ten (10) working days of the receipt of the grievance by the Personnel Officer, a hearing will be held at a mutually convenient time and place among the Personnel Officer, the employee and the Union. The parties may have counsel present. The Personnel Officer shall render his/her decision in writing with ten (10) working days of the conclusion of the hearing and shall serve notice (copy) of his/her decision upon the employee and the Union.

E. Step 4-Arbitration

1. If the employee or the Union is dissatisfied with the decision of the Personnel Officer, within thirty (30) days of their receipt of the decision, the employee or the Union shall have the right to submit the grievance to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission within thirty (30) days of the receipt of the Personnel Officer's decision by the employee and the Union. The arbitrator shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, or detract from the terms of the Agreement. The decision shall be rendered promptly after completion of the hearing and shall be binding upon all the parties. The cost of the arbitrator and his expenses shall be borne equally by both parties, the Union and the Hospital, unless otherwise provided by law.

- F. In the event that the subject matter of the grievance is such that a remedy under the Rules and Regulations of the Civil Service Commission is available, the employee shall have the obligation to pursue the remedy

provided by the Civil Service Rules, Regulations and Statutes and the foregoing procedure shall be deemed not to apply to such a grievance.

- G. In order to provide for the orderly handling of grievances and their investigation, the shop steward of the Union shall be released with departmental approval (from his/her duties) for a period of up to two (2) hours for such purpose.

ARTICLE XVI-SENIORITY RIGHTS

- A. Employees shall be entitled to recognition for seniority with respect to changes in job assignment, hours of working conditions, etc. Seniority shall be based upon length of service with the Hospital.

ARTICLE XVII-DUES CHECK-OFF

- A. Effective July 1, 1982, a payroll deduction for dues shall be made by the Hospital upon submission by the Union to the Hospital of employee authorization for the deduction of dues. The Hospital shall forward dues to the Union at regular intervals, but not less often than once every eight (8) weeks. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes.

ARTICLE XVIII-FAIR SHARE PAYMENTS

- A. In addition to the payroll deductions for dues provided as above, the Hospital shall deduct eighty-five (85%) percent of the amount deducted from the employees pursuant to the above article as a representation fee in lieu of dues from those employees covered by this Agreement who have not executed authorizations permitting the Hospital to withhold the full amount of the

Union dues and shall forward that amount not less often than every eighth week to the Union, provided that the Union complies with the requirements of N.J.S.A. 34:13A-5.4 et seq.

ARTICLE XIX-PERSONNEL FILES

- A. No entries, notations, documents, etc., which reflect on the employee's ability, performance or character shall be placed in the employee's personnel file without first having been shown to the employee and the employee having been given the opportunity to review them and to place a letter or other document in the file commenting concerning such entry, notation, document, etc. An employee shall be entitled to review his/her personnel file provided that a written request to do so is received by the Personnel Officer. The file will be reviewed within three (3) working days after receipt of such request. Requests shall be reasonable in number.

ARTICLE XX-LAYOFFS

- A. In the event that layoffs become necessary, the provisions of the New Jersey Department of Civil Service Administrative Code 4:1-16.6 shall be followed.
- B. Notice shall be forwarded to the Union by the Hospital of any general layoff or of any layoffs limited to one or more departments at least forty-five (45) days before such layoffs are due to become effective. Copies of the layoff notices to individual employees shall also be forwarded to the Union.

ARTICLE XXI-USE OF PERSONAL VEHICLE

- A. When an employee is required to use his/her vehicle on Hospital business,

he/she shall be compensated for such usage at the rate of 0.17¢ per mile. In addition, employees shall be paid an additional one cent per mile for each fifteen cent increase in the retail price of gasoline over and above such price as of March 10, 1980. The computation of such increase shall be based upon the average price of a gallon of gasoline sold at three retail gasoline stations in Bergen County to be agreed upon by the parties.

ARTICLE XXII-CONTINUATION OF CONTRACT
PROVISIONS

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is negotiated, executed and becomes effective.

ARTICLE XXIII-MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms, benefits, and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Hospital in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXIV-TUITION REIMBURSEMENT

Employees shall receive tuition reimbursement provided that the following conditions are met:

1. The employee shall have been employed by the Hospital for one (1) year.
2. The course or credit for which tuition reimbursement is sought shall

have been previously approved in writing by the Department Head, which approval or disapproval may not be the subject of arbitration under the grievance procedure.

3. The employee must receive a passing grade; a grade of 'D' shall not be considered a passing grade for the purpose of this Article.

4. Reimbursement to an individual shall not exceed \$ 200.00 in any year.

5. If the employee terminates his/her employment with the Hospital within one (1) year of receiving any tuition reimbursement, the employee shall pay back the amount of the tuition reimbursement to the Hospital.

ARTICLE XXV-UNIFORMS

The Hospital shall supply three (3) lab coats/smocks to persons working in laboratories who are required to wear such uniforms, upon payment by each employee to whom the coat/smock is to be issued of the sum of \$ 9.00 which shall be a one time leasing payment. The coat shall be returned to the Hospital upon the employee's termination/separation from the Hospital, it being understood that the Hospital may elect to rent or purchase the coats as determined by the Management. The employees shall be responsible for laundering of the coats. The Hospital shall replace such coats when they are proven worn or damaged.

ARTICLE XXVI - PROFESSIONAL REGISTRATION

A. The Hospital shall reimburse each employee for the cost of maintaining membership in a professional organization or for securing a license or registration or certification provided membership in the professional organization or the issuance of the license, registration or certification

is required by the Hospital or is required by the employee's title or position or is required for continued certification of the Hospital or the lack of which would result in the Hospital being cited for a deficiency by the Joint Commission.

ARTICLE XXVII - BULLETIN BOARD AND MAILBOX

A. The Hospital shall maintain a bulletin board for use by the Union in an area of the Hospital to which all employees covered by this Agreement have access for the purpose of posting notices of Union activities, meetings, business, etc.

B. The Hospital shall continue the practice of maintaining a mailbox for use by the Union and Union members for Union business.

ARTICLE XXVIII - PARKING

A. The Employer shall provide free parking for all employees and shall designate parking areas. The Hospital shall distribute to employees parking stickers entitling employees covered by this Agreement to park in such restricted areas, as determined by Management.

ARTICLE XXIX - SEPARABILITY

A. In the event that any provision of this Agreement is adjudicated illegal or unenforceable, then the remaining portions or provisions of this Agreement shall continue in full force and effect.

ARTICLE XXX - TERMINAL LEAVE PAYMENT

A. Employees, upon separation from employment for any reason, shall be entitled to payment for all accrued unused holiday and vacation time.

B. In addition to the benefits contained in paragraph A, employees, upon retirement, or employees who terminate their service after reaching age sixty (60) who are not covered by the Public Employees Retirement System shall be granted a terminal leave lump sum payment in accordance with Option 1 or Option 2 below, whichever is selected by the employee:

1. Option 1 - One half ($\frac{1}{2}$) of the employee's earned and unused

accumulated sick leave hours multiplied by the hourly rate of pay based upon the average base hourly pay received during the twelve-month period immediately prior to the effective date of retirement, provided, however, that no lump sum payment shall exceed Twelve Thousand and 00/100 (\$ 12,000.00) Dollars;

2. Option 2 - One (1) day of pay, the hourly rate of pay having been computed as in Option 1, above, for each full year of service.

In addition, in the event of death of an employee, the estate of that employee shall receive the terminal leave lump sum payment according to the Option selected by the estate, provided that the employee has been employed by the County for seven (7) consecutive years.

Part-time employees shall be eligible for this benefit provided they have worked a minimum of twenty (20) hours per week.

ARTICLE XXXI - STRIKES & LOCKOUTS

No lockout of employees shall be instituted by the Hospital during the term of this Agreement through December 31, 1984.

No strike of any kind shall be caused or sanctioned by the Union. At no time, however, shall employees be required to act as strike breakers or to go through picket lines during the term of this Agreement through December 31, 1984.

BY WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

BERGEN PIES COUNTY HOSPITAL

ATTEST:

By: *R. W. Kornfeld*

R. W. Kornfeld

NEW JERSEY EMPLOYEES LABOR UNION,
LOCAL #1, (BERGEN PIES TECHNICAL UNIT)

ATTEST:

By: _____

AGNITA HASTINGS, President

By: *Alan Filipowski*

ALAN FILIPKOWSKY, Negotiating
Committee Member

By: _____

CARL GOLDSTEIN, Negotiating
Committee Member

By: *Judy Krumholz*

JUDY KRUMHOLZ, Negotiating
Committee Member

By: _____

KENNETH SIMPSON, Negotiating
Committee Member

WITNESSTH:

TITLES AND RANGES

GROUP A - TITLES

Biochemist	Nuclear Medical Technician
Chemist	Principal Toxicologist
Chief Immunohematologist	Respiratory Therapist
Clinical Chemist	Toxicologist
Computer Programmer & Operator	Ultra Sound Technologist
Medical Technologist	X-Ray Technologist
Microbiologist	

GROUP A - SALARY RANGES

	<u>1982</u>	<u>1983</u>	<u>1984</u>
Minimum	12,180.00	12,960.00	13,740.00
Maximum	17,610.00		

GROUP B - TITLES

Dental Assistant	Histology Technician
EEG Technician	Medical Photographer
EKG Technician	

GROUP B - SALARY RANGES

	<u>1982</u>	<u>1983</u>	<u>1984</u>
Minimum	11,000.00	11,780.00	12,560.00
Maximum	15,550.00		

TITLES AND RANGES

GROUP C - TITLES

Laboratory Technician

GROUP C - SALARY RANGES

	<u>1982</u>	<u>1983</u>	<u>1984</u>
Minimum	10,400.00	11,180.00	11,960.00
Maximum	14,720.00		

GROUP D - TITLES

Chief Biochemist, Research & Development*

GROUP D - SALARY RANGE

Employee in title is paid as a Consultant*, the annual sum of \$10,000.00.

All senior titles in the above groups shall carry minimum and maximum salaries equal to \$750.00 more than the minimum and maximum salaries indicated for the basic titles set forth above.

It is agreed that if at any time during the term of this Agreement the maximum salary set forth above for a title is lower than the highest salary to be received by any employee within that title, the maximum salary shall be raised to at least equal to that said highest salary.