

GENERAL AGREEMENT made this 1st day of June 1977.

between the Board of Chosen Freeholders of Bergen County and Locals 68-68A-68B affiliated with International Union of Operating Engineers, AFL-CIO, hereinafter called the Union.

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

NOW THEREFORE, in consideration of the premises 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:

ARTICLE No. I - RECOGNITION

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

ARTICLE No. II- COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than three (3) additional representatives of each part shall participate in collective bargaining meetings.
2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the Hospital or the

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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.

ARTICLE No. III - MANAGEMENT OF HOSPITAL AFFAIRS

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

ARTICLE No. IV - DISCRIMINATION OR COERCION

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

ARTICLE No. V - MAINTENANCE OF WORK OPERATIONS

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

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

ARTICLE No. VI - CONDUCTING UNION BUSINESS ON HOSPITAL TIME

1. The Union shall neither solicit members nor conduct any Union business on Hospital property during Hospital-assigned working schedules of either the Representative of the Union or the employee involved, except for the following:
 - 1.1 Collective Bargaining;
 - 1.2 Time spent conferring with management on specific grievances as specified in the Grievance Procedure, Article XVI;
 - 1.3 Observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation can properly be conducted only during the working hours of the employee(s) involved, in which case, the observation will be held during working hours and not when employees are working on premium times.

ARTICLE No. VII - EMPLOYEES SERVING AS UNION REPRESENTATIVES

1. Designation of Union Representatives (Including Union Officers)
 - 1.1 The Union shall advise the Hospital in writing of the names of its representatives and their respective authorities (including titles of Union Officers). Such notification shall be signed by the President of the Local or by the International Representative and shall specify the type of responsibility to which

each has been assigned. Union Representatives shall not be recognized as such prior to receipt by the Hospital of such notices 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 Union 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.

ARTICLE No. VIII - PAYROLL DEDUCTION OF UNION DUES

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

ARTICLE No. IX - WORK SCHEDULES

1. The standard weekly work schedule for employees engaged in work that requires employee services continuously throughout the standard work week shall consist of five (5) daily work schedules of 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 from the daily or weekly work schedule.

ARTICLE No. X - OVERTIME

1. General

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

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

2. Overtime Compensation for Employees

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

2.2 Time within the employee's standard weekly work schedule for which he received pay from the Hospital shall be credited to time worked in 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.

ARTICLE No. XI - MOVEMENT OF PERSONNEL

1. The Hospital desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Hospital and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force.
2. The parties agree that all hirings, layoffs and separations shall be in accordance with THE REVISED CIVIL SERVICE RULES for the STATE OF NEW JERSEY as applicable to County Governments.

ARTICLE No. XII - PAY TREATMENT FOR ABSENCES

1. General

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

1.2 It is recognized 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 in 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.

ARTICLE No. XIII - LEAVES OF ABSENCE

1. Personal Leave of Absence

1.1 A permanent employee may, for reasons satisfactory to the Hospital, be granted a personal leave of absence without pay 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 in a calendar year, shall upon request be granted a leave of absence with pay to take part in such training. The employee must provide a certified copy of his orders for 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.

ARTICLE NO. XIV - VACATIONS

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.

ARTICLE No. XV - HOLIDAYS

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

- | | |
|-----------------------|----------------------------|
| New Year's Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Election Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving Day |
| Christmas Day | |

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.

ARTICLE No. XVI - EMPLOYEE BENEFIT PLANS

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

ARTICLE No. XVII - SHIFT DIFFERENTIAL

When an employee's standard daily work schedule falls wholly or in part between 6 p.m. and 6 a.m. such employee shall be known as a night shift employee and paid a bonus for all hours worked between 4 p.m. and 8 a.m. at the rate of 53c per hour.

ARTICLE No. XVIII - SALARIES

1. Effective February 15, 1976 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 than the maximum rate for his pay grade.

ARTICLE No. XIX - DURATION

1. The agreement shall become effective February 15, 1976, but only if approved by the International Representative of the Union and the Superintendent of Bergen Pines County Hospital, and when so effective, shall continue in effect until 11:59 p.m. February 15, 1979 except where so stated elsewhere in this contract.
2. Either party may terminate this Agreement by notifying the other, in writing, sixty (60) days prior to the latter date shown in Paragraph 1 of this Article.

ARTICLE No. XX - CALL-IN PAY

The Hospital agrees that when it calls any employee to report for duty at a time other than his scheduled hours, it will guarantee that employee a mini-

mum of four (4) hours' pay even if the actual time worked is of shorter duration.

ARTICLE No. XXI - SAFETY REGULATIONS

1. The incinerator shall not be operated when only one engineer is on duty.
2. No man shall work alone in a steam drum, mud drum, hot water tank or fire box unless a second man is present at the manhole or clean-out door.
3. No change-over from gas to oil or vice versa shall be made without two (2) licensed engineers on duty.

ARTICLE No. XXII - LONGEVITY

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 shedules. 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.

ARTICLE No. XXIII - MISCELLANEOUS

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

ARTICLE No. XXIV - PERSONAL LEAVE DAY

Each full-time employee will be entitled to one day of personal leave with pay during 1976, 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 2/15/76 and 2/15/77. In addition one day of personal leave with pay shall be granted each full-time employee during the contract year between 2/16/77 and 2/15/78. Days must be taken with prior approval of the department head, and must be used within the year of entitlement.

ARTICLE XXV - SETTLEMENT OF DISPUTES

Section 1. Grievance Procedure

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

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

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

d. If the Hospital does not answer a grievance or an appeal thereof within the specified time limits or any mutually agreed to extension, the grievant 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) working 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 at 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