

AGREEMENT

Between:

THE BERGEN PINES COUNTY HOSPITAL,
PARAMUS, NEW JERSEY

and:

JNESO - TECHNICAL UNIT

For the Term:

X JANUARY 1, 1987 to DECEMBER 31, 1988

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PREAMBLE

THIS AGREEMENT, made this 1st day of January, 1987, by and between: THE COUNTY OF BERGEN, operating the BERGEN PINES COUNTY HOSPITAL in Paramus, New Jersey, hereinafter referred to as the "Employer", and the BERGEN PINES COUNTY HOSPITAL TECHNICAL UNIT of JNESO, hereinafter referred to as the "Local Unit", and JNESO, hereinafter referred to as the "Union" or "Association".

ARTICLE I - RECOGNITION

The Employer recognizes the Bergen County Hospital Technical Local Unit of JNESO as the exclusive representative of all technical employees as listed in Article XIX, employed by the Employer for the purpose of collective negotiations.

ARTICLE II - ASSOCIATION NOTIFICATION

Section 1.

The Association and the Local Unit shall be notified at the Employer's earliest convenience, not to exceed ten (10) working days exclusive of Saturdays, Sundays and holidays, of any and all proposed new rules, policies, procedures and/or modifications of existing rules, policies, and procedures governing working conditions. Changes which are the subject of mandatory negotiations will be negotiated with the Union and the Local Unit before they are established or promulgated.

Section 2.

The Employer agrees to notify both the Association and the Local Unit of all newly hired employees represented by the Association. Notification shall be monthly, and information shall include the name, full address, telephone number, shift, unit assignment, employment status, number of hours weekly, effective salary rate and date of employment. Monthly notice will also state any change in status, termination/resignation, name change and leave of absence.

Newly hired employees shall be advised by Personnel that JNESO is the exclusive bargaining agent for the Technical Unit, and of the existence of an Agency Shop.

The Hospital shall maintain a bulletin board for the exclusive use of the bargaining unit, 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.

The Hospital shall continue the practice of providing a mailbox for use by the Union.

Section 3.

Time for negotiations will be mutually agreed upon by the Association and the Employer. Four (4) members of the Local Unit's negotiation committee who are on duty while attending negotiations shall receive their customary rate of pay, as well as a one-half hour period prior thereto for consultation purposes without loss of pay.

ARTICLE III -- LABOR MANAGEMENT MEETINGS

Labor-Management meetings, apart from the Grievance Procedure, for matters considered important by either the Union or the Hospital may be arranged for by mutual agreement between the Local President and the Personnel Officer or designee. Such meetings shall be attended by such representatives of the parties as each deem useful to the discussion. Arrangements for the time, date and place of such conferences shall be made as far in advance as possible including a proposed list of employee attendees and an agenda of the matters to be taken up at the meeting. Such shall be presented at the time the conference is requested, and matters taken up at the conference shall be limited to those included in the agenda unless mutually agreed upon to the contrary. The members of the union attending such conferences shall not lose time or pay for time so spent, nor for up to one-half (1/2) hour spent in meeting together preceding such a conference. Minutes will be taken by the recording secretary of the Union or designee. Minutes shall be signed by both parties prior to the end of the meeting. Any written response shall be sent to both parties.

ARTICLE IV -- EMPLOYEE RIGHTS

The Employer hereby agrees that every employee subject to this Agreement shall have the right to freely organize, join, and support the Association and its affiliation for the purpose of engaging in collective negotiations.

The Employer shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates or participation in any lawful activities of the Association, or its affiliates, collective negotiations with the Bergen Pines County Hospital, institution of any grievance, complaint or proceeding under this Agreement.

Nothing contained herein shall be construed to deny or restrict any employee such rights as he or she may have under New Jersey Department of Personnel or other applicable laws and regulations.

ARTICLE V -- MANAGEMENT RIGHTS

Subject to the terms of this Agreement, nothing herein shall abrogate the Management rights of this Hospital, its governing Board, 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 grievance.

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

(a) The types of health care service to be provided by the Hospital.

(b) The size and location of the Hospital and the numbers of specific units therein.

(c) 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.

(d) Implementation of any program or technological change, and the 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.

(e) The safety of patients and employees, and the protection of property.

(f) The size of the work force.

(g) Determination of charges for services and other relationships between patients and the administration of the governing board of the Hospital.

(h) Suspension or elimination, and/or addition, reorganization or expansion of services, with any consequent reduction or other change in the work force.

(i) 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 New Jersey Department of Personnel.

(j) Maintenance of facilities or services, including performance standards required by licensure, accreditation or the Hospital's standards of patient care.

(k) The appointment and conduct of such technical, operational, or professional advisory personnel and committees as are required for the information of the governing Board and its administration, or to meet the requirements of licensure, accreditation or other obligations.

(l) 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 VI - NO STRIKE/NO LOCKOUT

During the period of time of this Agreement and notwithstanding any change in existing law, the Union and the Local Unit and the employees shall not engage in any slow down, work stoppage, strike or other similar type of concerted action/activity. The sole method for resolving any dispute or disagreement concerning this Agreement or other elements of the relationship shall be covered by the procedure contained in this Agreement.

In the event of an unauthorized slow down, work stoppage, strike or other similar type of concerted action by the employees, the Association will use its best efforts to persuade the employees to return to work.

The Employer agrees that it will not lock out the Union, the Local Unit or employees during the term of this Agreement.

ARTICLE VII - PAYROLL DEDUCTION OF UNION DUES

The Employer agrees to deduct dues from the earnings of each employee who is a member of JNESO. Each employee must submit proper authorization in writing for membership and dues deduction.

Each month, dues will be deducted. Said dues, along with a list of employees from whom dues have been deducted, will be forwarded to the Union at its Trenton, New Jersey, office. An accounting of these monies shall be kept and monthly totals sent to the Treasurer of the Local Unit. An authorization shall remain in effect unless:

- (a) Terminated by an employee in written notice to the Employer.
- (b) The employee terminates employment and is removed from the payroll.

Dues deductions shall halt as of July 1 or January 1, whichever date comes first, after written notice of withdrawal is filed.

The deduction and forwarding of dues will commence no later than forty-five (45) days after the authorization card is received.

ARTICLE VIII -- AGENCY SHOP

Section 1.

Thirty (30) days after the effective date of this Agreement, a representation fee of eighty-five percent (85%) of the total regular and Local Union dues will be withheld from the paychecks of those employees covered by the Agreement who have not authorized membership in writing within thirty (30) days after the commencement of employment. The eighty-five percent (85%) representation fee will be withheld by the Employer in equal installments from each paycheck and remitted to the Union as provided in Article VII. An annual list of employees and the amount of their respective dues deduction for either full membership or agency fee will be forwarded to the Association and to the Local Unit Treasurer.

Section 2.

The purpose of the representation fee is to offset the cost of services rendered by the Union as majority representative of the Bargaining Unit on a pro-rated basis. At least thirty (30) days prior to the beginning of each year covered by the Agreement, the Union will give to the Employer written notice of regular Union membership dues and the regular Local Unit membership dues charged by the Union and the Local Unit to its members for that year. The representation fee deducted by the Employer will be eighty-five percent (85%) of that amount.

The Union and the Local Unit represent to the Employer that they have established a demand and return system and that they are in compliance with all requirements imposed on the Union and Local Unit pursuant to Laws of 1979, c.4776. The Employer's obligation, pursuant to this Section, is contingent upon the Union's and the Local Unit's continued compliance with the aforesaid law.

Section 3.

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

ARTICLE IX -- SENIORITY

Recognition for seniority will be based upon the following:

Section 1.

Bargaining unit seniority is defined as the length of time the employee has been continuously employed by the Employer

in a position covered by this Agreement.

Section 1(b).

Total seniority is defined as the length of time the Employee has been continuously employed by the Employer.

Section 1(c).

Departmental Seniority is the length of time in a department, i.e., the Department of Radiology.

Section 2(a).

Application - Bargaining Unit seniority shall apply when granting accrued benefit time off and when promotional rights are asserted subject to the rules and regulatory standards of the New Jersey Department of Personnel. Total seniority shall apply in all other circumstances where length of service is a factor pursuant to this Agreement.

Section 2(b).

Vacation time off shall be governed by seniority.

Section 3.

Accrual and Acquisition - An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the date of the employee's most recent employment date. Seniority shall not accrue during unpaid leaves of absence or while an employee is on suspension but all prior seniority shall be retained unless otherwise set forth in this Agreement.

Section 4.

Loss of Seniority - An employee's seniority shall be lost when the employee:

- (a) Terminates voluntarily;
- (b) Is discharged for cause;
- (c) Overstays a leave of absence; or
- (d) Fails to apply for reemployment within the statutory period after separation from military service.

Section 5.

Lists - An annual seniority list of all those employed as of January 1 shall be furnished by the Employer to the Union and the Local Unit President no later than January 15. The list shall include: name, date of hire, date of title, salary, unit, shift, full or part time status and New Jersey Department of Personnel status.

Section 6.

The provisions of the New Jersey Department of Personnel Rule 4:1-16.1, et seq. concerning lay-offs/recalls are incorporated herein by reference and made a part of this Agreement.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1.

The term "grievance" as used herein shall mean any controversy which 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.

Grievances are to be filed within ten (10) working days of the occurrence or reasonable knowledge thereof.

Grievances concerning the employee's paycheck may be brought up within one (1) year of the issuance of the paycheck by the Employer. Paycheck errors will be corrected within the following pay period. Such corrections shall be accompanied by a written explanation of the correction. Any grievance not submitted within the aforementioned time period will be deemed conclusively waived.

Section 2: Steps in the Grievance Procedure.

Step 1: Immediate Supervisor. 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 the 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.

Step 2: Department Head. If the grievance is not resolved at Step 1, it shall be reduced to writing within five (5) working days after Step 1. Within five (5) working days of receipt of the Grievance Notice, 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 five (5) 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.

Step 3: Personnel Officer. 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 (Local and Association Representative). The Personnel Officer shall render his/her decision in writing within ten (10) working days of the conclusion of the hearing and shall serve notice of his/her decision upon the employee and the Union.

Step 4: Arbitration. If the decision is unsatisfactory and no settlement is reached at Step 4 between the Union and the Employer, then within ten (10) working days after the Union receives the written decision of the Employer, the Union but not the Local Unit or any individual employee may notify the Employer in writing of its desire to arbitrate. If no such notice is served within ten (10) working days of the receipt of the written decision, arbitration will be barred. The arbitrator shall be jointly agreed upon from a panel supplied by the Public Employment Relations Commission pursuant to its rules.

An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 3. The expenses for the arbitrator's services shall be shared equally by the parties concerned. His/her decision shall be final and binding on the parties.

Section 3: General Provisions.

(a) The arbitrator shall rule only on the application and interpretation of the clause of the Agreement involved. He/she shall have no power to add to or subtract from the Agreement.

(b) To the extent necessary, the Grievance Committee Members limited to the employee representing the grievant, will be permitted to investigate the alleged grievance during working hours without loss of pay, such hours not to exceed a total of two (2). The grievant and the representative will conduct their meeting so that it does not interfere with patient care.

(c) Written notification shall be provided to the Union, the Local Unit, and the grievant of the grievance hearings or meetings throughout the settlement of the grievance.

(d) Up to two (2) grievants in a Class Action and their Local Representatives shall be released from duty and allowed hearing time without loss of pay. The hearings must occur between 8:00 a.m. and 5:00 p.m., Monday to Friday, when those involved are to have been on duty.

(e) Grievances affecting two (2) or more members of the Bargaining Unit, shall be considered Class Action Grievances. Class Action grievants shall be represented by the Local Unit President and/or the Grievance Chairperson. Such grievances may be initiated at Step 3.

(f) No prejudice will attend any party in interest by reason of the utilization or participation in the Grievance Procedure. For the purpose of this Agreement, working days shall be deemed exclusive of Saturdays, Sundays, and holidays. Limitations of time may be waived by written mutual consent. By mutual consent of the Local Unit and the Employer's Personnel Officer, a grievance may be initiated at or removed to any Step in the Grievance Procedure.

(g) If either party cancels a scheduled arbitration hearing, the party that cancelled shall bear the full cost of any cancellation fee.

(h) If Management fails to comply with a decision rendered at a prior step in the Grievance Procedure, the Union may submit the matter to the Executive Director.

(i) When an employee has processed a grievance through the procedure described in Section 2, he/she may, if his/her Grievance has not been settled to satisfaction, upon completion of Step 3, elect to seek a remedy in accordance with procedures provided by the New Jersey Department of Personnel in lieu of the Arbitration process described in Step 4 of the Grievance Procedure, but the party shall be bound by such election and the law.

ARTICLE XI - WORKING TEST PERIOD

Section 1(a).

As per New Jersey Department of Personnel regulation, NJAC 4:1-13.3 regarding duration of a Working Test Period, all newly-hired employees shall complete the said Working Test Period. During a Working Test Period, an employee shall have all contractual rights except the right to grieve a discharge. Upon successful completion of the Working Test Period, an employee shall have seniority credit retroactive to the commencement of work.

Where expressly stated in the Agreement, the employee shall have retroactive credit for benefits set forth in this Agreement.

Section 1(b).

The Working Test Period is three (3) months, not to be extended, for all employees in the bargaining unit.

Section 1(c).

New Jersey Department of Personnel testing for Permanent (Regular) Appointment - The parties will make every effort to have New Jersey Department of Personnel examination procedures or execute permanent appointment at the earliest opportunity during each employee's service to the Hospital.

**ARTICLE XII -- WORK SCHEDULES, HOURS OF WORK, OVERTIME
and COMPENSATORY TIME OFF**

Section 1: The 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.

Section 2: Regular Hours.

The regular hours of work each day shall be consecutive except for interruptions for meal periods and rest periods and shall be continued as is the general practice.

Section 3: Work Shift.

Eight (8) consecutive hours of work shall constitute a regular work shift. All full-time employees shall be scheduled on such regular work shift, and each work shift shall have a regular starting and ending time. The general work schedules in effect at the signing of the Agreement shall remain in effect except in emergency situations or by mutual agreement between the employee and the Employer.

Section 4: Work Schedules.

The Employer will post a schedule of each employee's shift (days and hours) four (4) weeks in advance of the start of each work week. This schedule will remain in effect until it is superceded by a new schedule or changed by agreement as defined in Section 3 hereinabove.

Section 5: Continuous Operations.

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

Section 6: Rest Periods.

(a) All employees' work schedules shall provide for a fifteen (15) minute 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 a new shift shall receive a fifteen (15) minute paid rest period as provided for in Section 6(a).

Section 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 locations prior to the end of each work shift.

Section 8: Meal Period.

All shift employees covered by this Agreement shall have an unpaid meal period of one-half (1/2) an hour. Employees shall be permitted to leave their work area during meal periods.

Section 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 with new hires, then involuntary changes in regular shift assignments will be made by inverse seniority and shall be temporary until a new hire may be 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.

Section 10: Call Back.

(a) Any employee called back to the Hospital for emergency duty in addition to or outside of the regular scheduled shift shall be paid for a minimum of four (4) hours at a time and one-half (1-1/2) rate after forty (40) hours per 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.

Section 11: On-Call.

The current on-call practices in each department utilizing on-call shall be continued as in the past. Payment for on-call will be \$2.75 per hour for all departments currently utilizing on-call duty. Whenever an on-call employee works more than four (4) hours into the on-call shift, they have the option of leaving four (4) hours early on the next day's scheduled shift or arriving four (4) hours late for the next day's scheduled

shift. An employee may utilize paid time with the exception of sick time should he exercise this option.

Section 12: Overtime.

(a) Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all time 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 (1-1/2) 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 (1/2) hour off without pay for the purpose of eating. A similar one-half (1/2) hour without pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

(c) For authorized overtime done between six (6) and fifteen (15) minutes after the hour, an employee will receive fifteen (15) minutes at time and one-half (1-1/2). For such work done between fifteen (15) and thirty (30) minutes after the hour, the employee will receive thirty (30) minutes at time and one-half (1-1/2).

(d) Overtime work shall be voluntary, except in case of emergency. Voluntary overtime shall be offered in order of seniority. An initial list shall be posted by the department head with the employee's names arranged according to seniority in each title. Involuntary overtime (in cases of emergency) shall be assigned by inverse order of seniority. Voluntary and/or involuntary overtime shall be rotated in an equitable manner.

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

Section 13: Out-of-Title Work.

In the event that an employee is assigned duties which are the duties of a higher-paying classification 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 minimum rate provided for the higher paying salary range or five percent (5%), whichever is greater. The Hospital shall not rotate employees for a period of less than five (5) days performing duties of a title in a higher paying classification in order to avoid payment of the higher rate.

Section 14: Blizzard Conditions.

Under blizzard conditions as declared by the Executive Director or his designee, any employee who works shall be paid double time the employee's regular hourly rate of pay.

ARTICLE XIII - SAVINGS CLAUSE

In the event that any Federal or State legislation, governmental regulation, or Court decision causes invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in force and effect.

ARTICLE XIV - EQUAL EMPLOYMENT

The Employer and the Union hereby agree to continue their practice of not discriminating against any employee for employment because of race, creed, color, national origin, age, sex, sexual preference, ancestry, religion, marital status or liability for services in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations.

ARTICLE XV - PART-TIME AND PER-DIEM EMPLOYEES

Section 1: Part Time Employees.

(a) A part-time employee is one who is employed to work at least twenty (20), but less than forty (40) hours per week.

(b) All benefits for part time personnel shall be pro-rated based upon hours of work.

Section 2: Per Diem Employees.

(a) A per diem employee is one who is employed for less than twenty (20) hours per week.

(b) Per Diem Employees will not be entitled to any economic/health benefits. All other benefits for this Agreement shall apply to per diem employees.

(c) It is not the intent of the Employer to use per diem employees in lieu of part-time or full-time bargaining unit employees.

ARTICLE XVI - NEWLY-CREATED POSITIONS;
TRANSFERS AND PROMOTIONS

Section 1.

All promotions, transfers and newly created positions shall be subject to the pertinent New Jersey Department of Personnel rules and regulations.

Section 2.

If, in the opinion of the Employer, an open position demands additional qualifications other than those set by the New

Jersey Department of Personnel, the Employer agrees to contact the Local Unit Executive Committee about the additional criteria for comment but not for negotiation prior to submitting same to the New Jersey Department of Personnel.

Section 3: The Procedure for the Posting and Filling of Positions.

(a) Requests from staff members regarding transfer to another posted vacancy, newly created position, or promotion must be submitted to the Personnel Office in writing, with a copy to the applicant's Department Head.

The Personnel Office will acknowledge receipt of the request in writing within three (3) working days from receipt.

(b) All postings shall include title, unit, shift, full or part time status, and salary range. A copy of the posting will be sent to the Local Unit President as near as possible to the same date printed on the posting.

The posting shall continue for a period of ten (10) working days, at which time the posting for the position will be removed. No position may be filled until it has been posted for a full ten (10) days, except in emergent situations.

Where New Jersey Department of Personnel Law does not pertain, first consideration shall be given to existing staff for promotional vacancies or newly created positions subject to those standards or qualifications established.

The standards or qualifications shall not be established in an arbitrary or capricious manner.

(c) Within twenty (20) working days after each posting of a position, all applicants shall be notified of the decision made by the Personnel Office or the Director of the affected area.

Applicants not selected may arrange a meeting with their Director to discuss the reason for their non-selection. If the Employer continues to keep the authorized position available, the posting procedures shall be reinstated so long as all prior applicants have been notified as stated above.

(d) Requests from staff members regarding transfers to a position outside of the Department must be submitted to the Personnel Officer in writing with a copy to the Department Head and immediate supervisor of the employee's present position.

ARTICLE XVII - LEAVE OF ABSENCE

Section 1: Leaves Without Pay.

(a) Eligibility Requirements - A permanent employee

shall be eligible for a leave of absence without pay after six (6) months of service with the Hospital.

(b) Application:

(i) 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.

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

(iii) Any request for a leave of absence shall be answered promptly.

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

(v) 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.

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

(c) Education Leave - After completing one (1) year of service, any permanent employee, upon request, shall be granted a leave of absence without pay for education purposes. The total period of this 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.

Section 2: Leaves With Pay.

(a) Jury Duty Leave - An employee shall be granted a leave 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.

(b) Sick Leave - 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 authorities.

(iii) Serious illness to a member of the employee's family or household (as defined in Funeral Leave) requiring the employee's attention and care; leave under this subparagraph 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 the 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.

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 report-in time.

For any sick leave of five (5) days or more, evidence substantiating the illness shall be submitted by the employee to 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.

The employee shall complete Form 183, "Absence Notification and Request for Approval of Leave", upon the return to work or sooner in the case of lengthy absence.

Unused sick leave shall accumulate without limit during an employee's employment with the Hospital.

Employees shall earn sick leave at the rate of eight (8) hours for each full month of service during the months of the first calendar year of employment and fifteen (15) working days [1-1/4 days per month] for each calendar year thereafter. Three (3) additional days will be earned after the first twelve (12) months. If an employee commences work prior to the fifteenth of the month, sick leave shall be earned for that month. Part-time employees shall earn sick leave on a proportional basis.

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

(c) Service Injury Leave - 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 said employee.

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.

Payment for service injury leave - Employees who have completed three (3) months of 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. After ninety (90) days, the injury matter shall be referred to the Worker's Compensation carrier [currently the Rasmussen Agency], and the Employer shall be absolved from any direct payment through the payroll process.

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

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.

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 or forfeit further payment.

(d) Bereavement - 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 and as 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 employee's household at the time of demise.

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 the Hospital's approval.

(e) Maternity Leave - A female employee upon her request shall be granted permission to use accumulated sick leave for maternity and subsequent child care purposes.

In those instances where the employee's accumulated sick leave benefits are limited and when requested by the employee, the Hospital may 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.

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

(f) Union Leave - 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 fifteen (15) 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.

(g) Military Duty Leave - 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 without pay in accordance with New Jersey Department of Personnel regulations. Upon request, proof of active military duty shall be presented to the Hospital.

(h) Military Training Leave - 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 training shall be retained by the employee.

(i) Personal Day - Employees who have completed three (3) months 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.

(j) New Jersey Department of Personnel Examination Leave - Employees shall be allowed time off with pay as needed to take applicable open competitive and promotional examinations held by the New Jersey Department of Personnel. Such time off must be requested in advance in writing and requests for such leave shall not be abused.

(k) Court Appearance Leave - 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.

(l) Professional Seminar Leave (Mandatory) - 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.

(m) Professional Seminar Leave (Non-Required) - 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. 78 7/20/87

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, and lodging and food, provided that the Hospital's total obligation to all employees in the Unit shall not exceed the sum of \$7,500.00 for 1987, and \$8,000.00 for 1988, and further 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 not 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.

Payment to employees shall be made on a first come, first served basis.

The Hospital's Business Service 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.

Payment shall be limited to \$50.00 per day for lodging and \$18.00 per day for food or higher*. [*Current Bergen County Limitation.]

(n) Convention Leave. Two (2) members chosen from among the Local Unit's Executive Committee (President, Vice President, Secretary/Treasurer, Grievance Stewards) shall be entitled to two (2) days' paid leave per year for the purpose of attending Union conventions with the prior approval of management.

ARTICLE XVIII - 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 and Assistant Executive Director, 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 any individual shall not exceed \$1,200.00 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 total amount of the tuition reimbursement to the Hospital.

ARTICLE XIX - SALARY

Section 1.

(A) The minimum and maximum ranges of pay for the following job titles shall be established as follows:

<u>Job Title/Position</u>	<u>Salary Range</u>
Dental Assistant	\$14,747 - \$17,921
Electroencephalograph Technician	\$14,747 - \$15,900
Electrocardiograph Technician	\$14,747 - \$15,900
Laboratory Technician	\$16,354 - \$24,612
X-Ray Technician	\$21,500 - \$28,695
Physical Therapy Assistant	\$17,035 - \$18,804
Occupational Therapy Assistant	\$17,035 - \$18,804
Respiratory Therapist	\$18,604 - \$27,333
Pulmonary Function Technician	\$18,604 - \$27,333
Medical Technologist	\$18,604 - \$27,333
Nuclear Medical Technologist	\$18,604 - \$27,333
Toxicologist	\$18,604 - \$27,333
Microbiologist	\$18,604 - \$27,333
Dietician	\$20,831 - \$35,742
Dental Hygienist	\$25,000 - \$27,000

(B) No new employee shall be hired at a rate greater than the lowest paid incumbent employee with like experience.

(C) All Senior Classifications shall have a minimum and maximum rate of pay of five percent (5%) above that of the staff position.

Section 2.

(A) Effective January 1, 1987, all employees on the payroll as of May 7, 1987, shall receive either a five percent (5%) salary increase or an increase to the new aforementioned minimum, whichever is greater.

(B) Effective July 1, 1987, employees shall receive the following increases:

<u>Years of Experience in Discipline</u>	<u>Percentage Increase</u>
0 - 1	0
1 - 3	1.0%
3 - 7	2.0%
7 - 10	2.5%
10+	3.0%

(C) Effective January 1, 1988, the aforementioned minimum and maximum ranges of pay shall be increased by five and one-half percent ~~(5.174%)~~ ^{7/13 7/20/81} (5.5%)

Note: Experience in a discipline shall preclude any post-graduate work, internships or other detail associated with university or college programs, and further shall only be defined as paid work experience.

Section 3.

Effective July 1, 1987, Respiratory Therapists and Pulmonary Function Technician shall receive a \$.50 per hour increase to their base rate.

Section 4:

Effective, January 1, 1988, all employees on the payroll as of December 31, 1987, shall receive a five and one-half percent (5.5%) increase in their existent rate of pay.

Section 5: Differential Payments.

A. Employees in departments with shift operations shall be paid a shift differential 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 as follows:

In 1987, the shift differential for the evening shift shall be \$1.30 per hour; the shift differential for the night shift shall be \$1.30 per hour. The parties agree to meet prior to January 1, 1988, to discuss shift differential payments for the year 1988.

Employees whose regularly scheduled hours of work include non-shift hours on Saturday, Sunday and/or holidays shall be paid a weekend/holiday differential of \$.60 per hour, in addition to their regularly scheduled hourly rates of pay for each hour worked.

Employees whose regularly scheduled hours of work include shift hours on Saturday, Sunday and/or holidays shall be paid both the shift payments referred to in the two preceding paragraphs, in addition to their regularly scheduled hourly rates of pay for each hour worked.

B. ~~A Respiratory Therapist or Pulmonary Function Technician who is required to perform Sleep Study activities~~ ^{7B} ^{7/20/87} shall receive 8% above the base rate ^{effective 1/1/87}

Section 6: 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.

Section 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 percent (5%) above the employee's present salary, whichever figure is greater.

ARTICLE XX - 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
Memorial Day	Christmas Day
Independence Day	Employee's own 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 (20) hours or greater but less than forty (40) 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 submit a doctor's note to the Payroll Office within five (5) working days of the holiday. If a Doctor's note is not submitted, the employee will forfeit the sick day and the holiday, except if the employee has worked the actual holiday. In that event, the holiday shall be paid.

(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 payment where applicable), the employee shall receive double time for those hours actually worked. Christmas and New Year's work shall be paid at double time and one-half (2-1/2 times) the employee's regularly hourly rate of pay. At the option of the employee, the holiday benefit may be taken in either a salary payment or in compensatory time, but not both.

(g) Holiday time off shall be rotated equally within each department throughout the bargaining unit.

ARTICLE XXI - VACATIONS

(a) All full-time employees shall be entitled to the following consecutive vacation periods:

(i) One day per month in the first year provided the initial date of hire is on or before the fourth day of the month. Three (3) days shall be added after year 1.

(ii) From the beginning of the second year and including the fifth year, one and one-quarter days per month (15 days per year).

(iii) 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 for 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.

(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, re-tired 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 according to length of service and regular work schedules.

(i) Prior to commencing vacation, employees will receive payment for the salary they will earn during their vacation leave to the extent that they have earned or 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.

(j) The Department Head will post a vacation preference schedule sheet on January 1 of each year. The employees will have until April 15 to choose their vacation. Seniority will govern this time period. Vacations will be approved by Management. The approved vacation schedule will be posted by May 1.

ARTICLE XXII - HEALTH INSURANCE

Section 1: Blue Cross/Blue Shield/Major Medical Insurance.

(a) Employees shall receive fully-paid Blue Cross, Blue Shield (#1420) with Rider 'J' and Major Medical Health Insurance coverage for themselves and their eligible dependents as per the State of New Jersey's increase effective May, 1982. This benefit shall be available for all employees covered by this Agreement provided that they are regularly scheduled to work twenty (20) hour per week or more, and it shall become effective after three (3) months of Hospital employment.

Employees working less than twenty (20) hours per week shall not be entitled to such benefit.

(b) The Employer shall also extend the above insurance coverages to all retired employees and their eligible dependents, at its expense, provided that the employee has twenty-five (25) years or more of service with the Hospital and is retired in the Public Employee's Retirement System. The benefit to retired employees will cease upon the death of the employee.

(c) The Hospital shall also extend the above insurance coverage to any employee who is on unpaid leave of absence during which there is an eligibility for Worker's Compensation benefits.

(d) If an employee is on an unpaid leave of absence, except as provided in (c) above, she/he shall continue to be covered for a minimum period of one (1) month following her/his last day of payment, after which the employee shall be offered the opportunity to continue her/his coverage at personal expense through the Hospital group.

(e) Any insured employee who resigns or is terminated for any reason other than retirement or death, shall continue to be covered for a minimum of one (1) month following her/his last day of payment, after which the employee shall have the opportunity to continue her/his coverage at personal expense on a direct basis.

Section 2: Dental Plan.

All employees shall be provided with a County Dental Plan (#3134 ~~85~~), with full family coverage. The Plan will be fully paid by the Employer within six (6) months of the execution of this agreement. A new dental plan which may provide greater benefits to the employees will be implemented. Any excess in individual premiums over current amounts shall be paid by the individual employees. 7B 7/20/87

Section 3: Prescription Plan.

A \$2.00 co-payment prescription plan shall be provided by the Employer to all bargaining unit employees and their dependents at the Employer's cost.

Section 4: Disability Plan.

The currently existing Disability Plan shall remain in effect.

Section 5: Vision Care Plan.

All employees shall be entitled to receive reimbursement up to \$100.00 per year for vision care rendered to the employee himself/herself only.

Section 6: Increases in Health Benefits.

Any increase in health benefits provided to any organized employee of Bergen County except the police shall also be incorporated in this Agreement.

ARTICLE XXIII -- LONGEVITY

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

(i) Employees covering 72 months (6 years) of service shall receive \$200.00 after their individual anniversary date.

(ii) Employees covering 108 months (9 years) of service shall receive \$400.00 after their individual anniversary date.

(iii) Employees covering 168 months (14 years) of service shall receive \$800.00 after their individual anniversary date.

(iv) Employees covering 228 months (19 years) of service shall receive \$1,000.00 after their individual anniversary date.

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

(c) 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.

ARTICLE XXIV -- DISCIPLINE AND DISCHARGE

The Employer shall have the right to discharge, suspend or otherwise discipline an employee covered by this Agreement for just cause. In the case of suspension and/or discharge, the Employer will notify the Union and Local Unit Chairperson in writing of such action. If the Association desires to contest such action by grievance process, it shall give written notice to the Employer within ten (10) working days from the date of receipt of notice of suspension or termination. In such event, the dispute may be submitted for determination commencing at Step 3 of the Grievance Procedure.

ARTICLE XXV -- RESIGNATION-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 the preceding paragraph, 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:

Option 1 - One-half (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 (12) month period immediately prior to the effective date of retirement, provided, however, that no lump sum payment shall exceed \$16,000.00.

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.

(c) 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) or more consecutive years.

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

ARTICLE XXVI -- PARKING

The Employer shall provide 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 XXVII -- 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 otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXVIII -- PERSONNEL FILES

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 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 XXIX -- LAYOFFS

(a) In the event that layoffs become necessary, the provisions of the New Jersey Department of Personnel regulation, N.J.A.C. 4:1-16.1 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 XXX -- USE OF PERSONAL VEHICLES

When an employee is required to use his/her vehicle on Hospital business, he/she will be compensated for such usage at the rate of twenty cents (\$.20) per mile.

ARTICLE XXXI -- CONTINUING 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 XXXII -- PRINTING OF CONTRACT

This Agreement shall be reproduced in sufficient quantities so that distribution may be made to each employee in the bargaining unit, to each employee hired in this unit during the term of this contract, to the Union for additional twenty (20) copies (reserve copies), and to the Hospital so that copies are available for its management representatives involved in the administration of this Contract.

The cost of duplication of this Agreement shall be shared equally by the Hospital and the Union. The Union shall obtain the contract on lowest bid obtained.

ARTICLE XXXIII - 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 Administration 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.

(b) Employees shall be entitled to paid time off (with no charge to other benefit time) to take licensing examinations.

ARTICLE XXXIV - LOCKERS

Access to lockers shall be made available to employees, space permitting.

ARTICLE XXXV - UNIFORMS

(a) 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 nine dollars (\$9.00) which shall be a one-time leasing payment. The coats 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 coat 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.

(b) The Hospital shall also provide disposable scrub suits/gowns to all employees who are in contact with patients with communicable diseases, including but not limited to AIDS patients. These will be provided at no cost to the employees.

ARTICLE XXXVI - PENSION

The Hospital shall continue in effect the current Pension Plan, including the life insurance benefit as provided.

ARTICLE XXXVII - THE IMPAIRED EMPLOYEE

JNESO and Bergen Pines County Hospital support the goal of helping an employee impaired by alcohol, drugs, mental or physical illness to return to an acceptable level of practice.

Every attempt shall be made to accomplish this through confidential assistance and guidance towards voluntary participation in an effective rehabilitation program for impaired colleagues. An employee who requests a leave of absence for an impairment shall be granted an appropriate leave in accordance with New Jersey Department of Personnel rules and regulations for medical purposes.

ARTICLE XXXVIII - NO PRESUMPTION AGAINST DRAFTER

This Agreement has been the result of long and arduous negotiations over a long period of time and the content and language of the Agreement have been supplied by both parties. As such, this Agreement shall be construed for all purposes to have been jointly drafted by both parties, and no adverse inference shall therefore be drawn against either party in construing any ambiguity that may arise hereunder.

ARTICLE XXXIX - TERMS OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 1987, through December 31, 1988, dates inclusive.

IN WITNESS WHEREOF, the parties hereby have caused these presents to be duly 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 PINES COUNTY HOSPITAL

ATTEST:

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BY:
WILLIAM MCDOWELL, County Executive
Janice Gatto
JANICE GATTO, ESQ.,
Labor Counsel

JNESO TECHNICAL UNIT at
BERGEN PINES COUNTY HOSPITAL

ATTEST:

.....

BY: *Frances Bikoff*
FRANCES BIKOFF, R.N.
Staff Representative
Mark Alfano President MT ASCP
NEGOTIATOR
Charmaine Mattheim
NEGOTIATOR
Dorell Russo
NEGOTIATOR
Ellen A. Ku
NEGOTIATOR