

3-0002

73

Hosp. Nurses.
Jersey City

ARTICLE
NUMBER

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NOT CIRCULATE

THIS AGREEMENT made and entered into this day of
19 , by and between the BOARD OF MANAGERS OF THE
JERSEY CITY MEDICAL CENTER, hereinafter known and designated as
the "BOARD"; and the members of the UNITED NURSES ORGANIZATION
OF JERSEY CITY, hereinafter known and designated as the "UNO".

INTRODUCTORY STATEMENT

The within agreement is made to effectuate the policy
of Chapter 303 of the 1968 Laws of New Jersey, R. S. Cum. Suppl.
34:13A-1, et seq. (hereinafter "Ch. 303"), and to formulize
agreements reached through negotiations conducted in good faith
between the Board and the UNO with respect to grievances and
terms and conditions of employment.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding,
and in order that a harmonious relationship may exist between the
Board and the UNO to the end that continuous and efficient ser-
vice will be rendered, this agreement is created.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

UNO RECOGNITION

Section 1. The Board hereby recognizes the UNO as the
sole and exclusive representative of all temporary and permanent
employees who hold the title of Licensed Practical Nurse, Graduate
Nurse, Head Nurse, covered under this agreement for the purpose
of bargaining with respect to rates of pay, wages, hours of work
and other working conditions.

ARTICLE II

GRIEVANCE PROCEDURES

Section 1. The purpose of the grievance procedure shall
be to settle all grievances between the Board and the UNO as
quickly as possible, so as to induce efficiency and promote em-
ployees' morale.

A grievance is defined as any disagreement between the Board and the employees, or the UNO, involving the interpretation, application or violation of policies, agreements and the administrative decisions affecting them.

A grievance shall proceed as follows:

1. It shall be discussed with the employee(s) involved and the UNO representatives with the immediate supervisor. The answer shall be made within three (3) working days by such immediate supervisor to the UNO.

2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the UNO and submitted to the Director of Nurses (or her designee), and the answer to such grievance shall be made in writing, with a copy to the UNO, within five (5) working days of its submission.

3. If the grievance is not settled by Steps 1 and 2, then the UNO shall have the right to submit such grievance to the Executive Director of the Medical Center, or his designee. A written answer to said grievance shall be served upon the individual and the Grievance Committee within seven (7) working days after submission.

4. If the grievance is not settled through Steps 1, 2 and 3, then the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

5. If the grievance is not settled by Steps 1, 2 and 3 and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the UNO shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the Board and the UNO equally.

6. The UNO President, or his authorized representative, may report an impending grievance to the Executive Director in an effort to forestall its occurrence.

Section 2. Since adequate grievance procedures are provided in this agreement, the UNO agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the Medical Center.

Section 3. Nothing herein shall prevent any employee from processing his own grievance; provided the Grievance Committee may be present as observer at any hearing on the individual's grievance.

ARTICLE III

UNO NOTIFICATION

Section 1. Proposed new rules or modifications of existing rules governing conditions shall be negotiated with the representatives of the UNO before they are established.

Section 2. The hospital agrees to notify the UNO of all newly hired employees; their tours of duty; floor assignments and address, and Termination date.

ARTICLE IV

SENIORITY

Section 1. Seniority shall prevail at all times in connection with vacation; shift assignment, supervisor and head nurse relief; sectional assignments; holidays and transfer of service.

Section 2. Seniority for all purposes is defined in accordance with Civil Service Rules and Law.

Section 3. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.

Section 4. Permanently appointed nurses have preference of assignments and those items discussed in Section 1 above over temporary appointees.

ARTICLE V

SERVICE FEE - AGENCY FEE

Section 1. Whenever an employee who falls within the bargaining unit fails to become a member of the UNO, he shall pay

to the UNO a monthly membership fee equal to the monthly UNO membership dues for the various services provided him by the UNO.

The UNO agrees that it shall have the sole and exclusive responsibility for the collection of the service fees. Failure of an employee to pay the service fee shall not subject him to harassment, removal or any other disciplinary action.

The UNO agrees to indemnify and hold harmless the Board from any causes of action, claims, loss or damages incurred as a result of this clause.

ARTICLE VI

DUES CHECK OFF

Section 1: The Board agrees to deduct the monthly UNO membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Board by the Treasurer of the UNO, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th of the current month, after such deductions are made.

Section 2. Any written designation to terminate authorization for checkoff must be received in writing by the Board and the UNO July 1st and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE VII

HOURS OF DUTY

Section 1. The work week shall consist of 5 days beginning on Saturday.

Section 2. The hospital agrees to form a committee of representatives from nursing and the hospital administration to study the possibility of a 40 hour 4 day work week in special areas.

Section 3. Nurses shall have every other weekend off; if they so desire; provided the hospital is at maximum nursing strength in accordance with budgeted allowances and no general

emergency exists. In such cases, the employees off will be accommodated, if possible. In any event, unless critical staffing shortage exists, nurses shall have two consecutive days off each work week. The granting of two consecutive days off shall not be arbitrarily denied.

Section 4. The Board agrees to notify the UNO of all newly hired employees and their starting salary.

Section 5. Schedule of Hours

Ambulance and Emergency Room	8:00 AM - 4:00 PM, 4:00 PM - 12 M, 12 M - 8:00 AM
Outpatient	8:00 AM - 4:00 PM, 9:00 AM - 5:00 PM
O.R.	7:00 AM - 3:00 PM, 3:00 PM - 11:00 PM, 11PM - 7AM
Nursing Service	7:00 AM - 3:00 PM, 3:00 PM - 11:00 PM, 11PM - 7AM

The above schedule will be adhered to except in special situations requested by individual nurses to alter the working schedule for the convenience of the nurse, provided the best interests of both the nurse and hospital are served.

ARTICLE VIII

TEMPORARY STATUS

Section 1. The UNO and the Board recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees. To alleviate this inequity, the Board agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as long as pertains to any employee covered by this agreement to the shortest possible amount of time.

Section 2. Part time nurses shall mean any nurse working 20 or more hours but less than 40 hours in one week.

ARTICLE IX

NEWLY CREATED POSITIONS

Section 1. If, in the opinion of the Board, an open position demands additional qualifications than those set by Civil Service, the Board agrees to submit to the UNO the additional criteria for review prior to submitting same to the N.J. Board of Civil Service for approval.

a vacancy in a position which is not advertised, or if a position is advertised, one person shall be posted in a conspicuous place in the establishment where the vacancy exists; and in every event the qualifications necessary to fill such a position prior to outside advertising.

Section 3. The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply. In cases of multiple applications, the nurse or nurses with the most seniority shall prevail, all other things being equal.

ARTICLE X

TEMPORARY ASSIGNMENTS

Section 1. Nurses are to be assigned wherever practicable to their sectional choice or shift. Transfer of service may be temporarily done in emergency cases only. Every effort shall be made not to temporarily assign a nurse more than 8 hours in any one pay period.

Section 2. All shift transfers shall be voluntary.

ARTICLE XI

PENSION AND RETIREMENT

Section 1. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

ARTICLE XII

TERMINAL LEAVE

Section 1. Nurses who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of one working day for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed to the retiring nurse.

ARTICLE XIII

TRAVEL

Section 1. Each nurse employed in the amount of \$1,000 per year shall be allowed by the board of health...

to the nurses.

Section 2. The Board shall supply to nurses all necessary legal advice and counsel in the defense of or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the Board shall pay and satisfy all judgments against nurses for such claims.

Section 3. Hospitalization. The nurses shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical to cover themselves and their families.

Section 4. Life Insurance. The Board will provide for Life Insurance in the amount of \$2,500 and Accidental Death and Dismemberment Insurance in the amount of \$2,500 for each nurse.

ARTICLE XIV

UNION PRIVILEGES

Section 1. A maximum of three (3) nurses, selected by the UNO shall be permitted to attend the American Nurses Association Convention, the New Jersey State Nurses Convention and/or any type Convention associated with nursing for a period of time not to exceed three (3) days each with straight time pay only if absent during the normal scheduled working time.

ARTICLE XV

BULLETIN BOARD

Section 1. The Board shall permit the maintenance of bulletin boards at the expense of the UNO, but the Executive Director shall determine the exact locations, sizes and number of the boards.

ARTICLE XVI

SHIFT PAY DIFFERENTIAL

Section 1. The parties herein recognize the financial difference in shift pay and all payments shall be made in accordance with the following schedule:

	<u>Registered Nurse</u>	<u>Practical Nurse</u>
3 PM - 11 PM	\$1,200	\$ 900
4 PM - 12 M		
11 PM - 7 AM	\$1,500	\$1,125
12 M - 8 AM		

ARTICLE XVII

OVERTIME--EQUAL PAY FOR EQUAL WORK

Section 1. Employees requested to work over 8 hours in one day or more than 40 hours in one week, shall be compensated at one and one-half times the individual's daily rate of pay or compensatory time at the nurse's option.

Section 2. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

Section 3. Overtime work shall be first offered to regularly employed nurses in the section where overtime arises.

Section 4. Overtime work shall be distributed equally within title whenever practicable. Records shall be kept by the Nursing Service Section and may be reviewed by the UNO at reasonable times.

Section 5. Overtime work, except in emergency, shall be voluntary and there shall be no discrimination against any employee who refuses to work overtime.

Section 6. Overtime will be computed to the nearest hour.

Section 7. A nurse who performs work ten consecutive days in a higher paid classification than her own shall be eligible for the higher rate of pay, 10 per cent premium, for such work on the eleventh day retroactive to when she began and for as long as she works continuously in that classification.

ARTICLE XVIII

CALL IN TIME

Section 1. Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked.

ARTICLE XIX

TUITION REIMBURSEMENT

Section 1. After six months of employment, Professional and Practical Nurses who are taking College Credit Courses applicable to a nursing degree, as determined by the college, whether as a matriculating or non-matriculating student, will receive tuition reimbursement.

ARTICLE XX

MEAL PERIODS

Section 1. All employees shall be granted a lunch period of 45 minutes during each working shift.

Section 2. The lunch period shall be scheduled as close to the middle of the shift as possible.

Section 3. In the event a nurse is unable to have her meal period (no relief); she shall have a supper or lunch sent to the floor, and in addition, she shall be paid 1 hour at the overtime rate of time and one-half.

ARTICLE XXI

HOLIDAYS

Section 1. The following 12 days shall be recognized as paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election (November)
Good Friday	Armistice Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A holiday that falls on Saturday shall be celebrated on the previous Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

Section 2. If an employee works on a holiday he will receive time and one-half for the holiday worked and a compensatory day off at straight time. When possible, such compensatory day shall be taken during the pay period immediately preceding, within or immediately following the holiday pay period.

ARTICLE XXII

VACATION

Section 1. All nurses shall receive vacation allowance as follows:

Up to the end of the 1st calendar year of service	1 1/2 working days for each month
1 to 15 years of service	20 working days each year
Over 15 years of service	25 working days each year

Section 2. Vacation time not granted by the appointing authorities shall accumulate for the next succeeding year only.

Section 3. Nurses who are laid off or retire shall use all accumulated days prior to the effective day of lay-off or retirement.

Section 4. All nurses if they so desire shall be entitled to 10 working days during the summer period--June 15 - September 15.

ARTICLE XXIII

SICK LEAVE

Section 1. All employees covered by this agreement shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to end of 1st calendar year	1 working day for each month
Each calendar year thereafter	15 working days

Section 2. Sick days not taken by employees in any year shall accumulate from year to year.

ARTICLE XXIV

LEAVE OF ABSENCE

Section 1. Leave of absence with pay shall be granted as follows:

(a) A death in the employee's immediate family shall not be charged against his accrued sick leave or compensatory time. Time off shall be given from the day of death until the day after the funeral, not to exceed five (5) days. Immediate family shall be defined as spouse, child, parent, grandchild, grandparent, sibling, or other person who is dependent on the employee for support.

brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents and grandchildren.

(b) If the employee is directed by the Executive Director of the hospital to attend school or take courses to increase professional proficiency.

(c) Injured in line of duty, pursuant to Civil Service laws, Workmen's Compensation laws and other applicable State law.

Section 2. Leave of absence without pay may be granted for good cause to any permanent employee in accordance with Civil Service rules and law. Said leave may not be arbitrarily or unreasonably withheld.

Section 3. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted.

When any military compensation of any employee (covered by this agreement) is less than his salary, the additional amount is to be provided by the City, as per City resolution.

ARTICLE XXV

ON CALL - OPERATING ROOM

Section 1. Operating Room Nurses shall receive 33-1/3% of their daily rate for being on call.

Section 2. If called to report for duty she shall receive the 33-1/3% rate plus time and one-half for hours actually worked. When time is over five hours, the nurse shall have the option of compensatory time off at the rate of time and one-half or shall be paid at the rate of time and one-half.

Section 3. In every event, a nurse who actually reports for work while on call shall be guaranteed a minimum of four hours employment.

Section 4. If the nurse on call duty does not respond to the call or is not at home when called, call time will be forfeited.

Section 5. In no event shall a Nurse who is On Call be On Call for more than 6 hours.

ARTICLE XXVI

MANAGEMENT RIGHTS

Section 1. The Board hereby retains the right to manage and control its facilities, and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

Section 2. Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State law and all rights enumerated herein.

ARTICLE XXVII

UNO RIGHTS

Section 1. Authorized representatives of the UNO, not to exceed three (3) shall be permitted to visit Supervisor's and Director of Nursing Offices for the purposes of ascertaining whether or not this agreement is being observed. This right shall be exercised reasonably. The UNO representatives shall not impede hospital operations at any time. Additionally, representatives of the UNO shall be allowed to visit with members of the bargaining unit for the purposes of grievances and the like provided, however, the nursing office is put on notice of such visit.

Section 2. The President of the UNO or her designee shall be assigned to special duty and except in cases of emergency shall be entitled to devote 1 day per month to administering and enforcing the provisions of this agreement.

Section 3. During negotiations, the UNO representatives so authorized, not to exceed four (4), shall be excused from their normal duties for negotiating periods.

Section 4. Delegates of the UNO shall be permitted to attend meetings on one Tuesday each month from 2:00 P.M. to 3:00 P.M. in the UNO office. Additionally, special meetings may be arranged with the advice and consent of the Director of Nursing, if necessary.

Section 5. The UNO shall be notified by Hospital Officials of all new health programs being instituted in the Community Health Department or the Hospital.

Section 6. A maximum of three (3) nurses selected by the UNO shall be permitted to attend seminars, workshops, conventions, etc. for a period of time not to exceed three (3) days each with straight time pay only if absent during the normal schedule of working time.

ARTICLE XXVIII

SAVING CLAUSE

Section 1. Should any part of or any provision herein contained be rendered invalid by reason of any existing or subsequently enacted legislation, or any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof.

ARTICLE XXIX

STORAGE OF NURSES' POSSESSIONS

Section 1. The employer shall made every effort to see that a nurse is supplied with a locker to store her possessions during her tour of duty.

ARTICLE XXX

POLICY RECOMMENDATIONS

Section 1. The UNO may recommend changes in hospital policies and decisions affecting the welfare of patients and nurses alike.

ARTICLE XXXI

IN-SERVICE PROGRAMS

Section 1. The UNO may recommend in-service programs.

ARTICLE XXXII

NURSES' LOUNGE

Section 1. A Nurses' Lounge shall be supplied for the nurses' use. This lounge shall be fully furnished including material necessary to obtain coffee during meal breaks.

ARTICLE XXXIII

DISCIPLINARY ACTION

Section 1. Disciplinary action or measures shall include the following:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

ARTICLE XXXIV

RETENTION OF EXISTING BENEFITS

Section 1. All rights, privileges and benefits which members of this bargaining unit have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Board during the term of this Agreement.

ARTICLE XXXV

HOUSING

Section 1. A joint committee composed of nurses and hospital representatives shall be formed to study and to make recommendations concerning the feasibility and location of apartments for nurses at reasonable rates.

ARTICLE XXXVI

CHANGES, SUPPLEMENTS OR ALTERATIONS

Section 1. Any provision of this agreement may be changed, supplemented or altered, provided both parties mutually agree.

ARTICLE XXXVII

RATES OF PAY - WAGES

Salary Schedule (See attached sheet)

ARTICLE XXXVIII

DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of January 1, 1972 and shall expire on December 31, 1972. Both parties agree to commence negotiations for the year 1973 on or about November, 1972.

ARTICLE XXXIX

APPLICABLE LAWS

Section 1. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws.

<u>TITLE</u>	<u>YEARS OF SERVICE</u>	<u>ANNUAL</u>
Graduate Nurse	1 - 3	\$ 9,256
	4 - 6	\$ 9,572
	7 - 10	\$ 9,889
	11 - 19	\$10,205
	20 or more	\$10,522
Graduate (non-licensed)	1 - 3	\$ 9,016
Special Graduate Nurse	1 - 3	\$ 9,704
	4 - 6	\$10,020
	7 - 10	\$10,337
	11 - 19	\$10,653
	20 or more	\$10,970
Head Nurse	1 - 3	\$10,172
	4 - 6	\$10,489
	7 - 10	\$10,805
	11 - 19	\$11,122
	20 or more	\$11,438
Special Head Nurse	1 - 3	\$10,667
	4 - 6	\$10,984
	7 - 10	\$11,300
	11 - 19	\$11,617
	20 or more	\$11,933
Licensed Practical Nurse	1 - 3	\$ 6,901
	4 - 6	\$ 7,138
	7 - 10	\$ 7,335
	11 - 19	\$ 7,613
	20 or more	\$ 7,850
Unlicensed Practical Nurse	1 - 3	\$ 6,754
Special Licensed Practical Nurse	1 - 3	\$ 7,270
	4 - 6	\$ 7,507
	7 - 10	\$ 7,745
	11 - 19	\$ 7,982
	20 or more	\$ 8,220
Uniform Allowance (after 1 year)		\$ 200
Degree Differential (B.A. or B.S.)		\$ 500