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Hudson

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CIRCULATE

AGREEMENT BETWEEN

THE COUNTY OF HUDSON

AND

UNITED NURSES ORGANIZATION

October 1, 1976 to December 31, 1977

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Labor Relations

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RUTGERS UNIVERSITY

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LONGEVITY PROGRAM

THIS AGREEMENT made and entered into this     day  
of     , 1977, by and between the COUNTY OF  
HUDSON, hereinafter known and designated as the "COUNTY",  
and the members of the UNITED NURSES ORGANIZATION, 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 County and the UNO with respect to terms and  
conditions of employment:

WITNESSETH:

"WHEREAS, said parties have as their purpose the  
promotion of harmonious relations between the County and the  
UNO, the mutual concern for patient care, the establishment of  
an equitable, peaceful and speedy procedure for the resolution  
of differences and to the end that continuous and efficient  
services will be rendered, this agreement is created."

NOW, THEREFORE, it is agreed as follows:

*E. M.*

ARTICLE I

UNO RECOGNITION

Section 1. The County hereby recognizes the UNO as the sole and exclusive representative of all licensed practical nurses including senior practical nurses, and practical nurses, and all registered nurses, including graduate nurses and head nurses employed by the County of Hudson, excluding the Director of Nursing, Assistant Director of Nursing, and Nursing Supervisors.

*ECM.*

ARTICLE II

UNO NOTIFICATION

Section 1. The UNO shall be notified at the hospital's earliest convenience of proposed new rules and modifications of existing rules governing working conditions.

Section 2. The County agrees to notify the UNO of all newly hired employees, their addresses, and salaries, and forward the names of terminated employees and employees granted leaves of absence.

*CC 701*

ARTICLE III

DUES CHECK OFF

Section 1. The County agrees to deduct the bi-weekly UNO membership dues from the salary of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the County 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 County and the UNO by July and January 1 and filing of notice of withdrawal shall be effective to stop deductions as of January 1 or July 1 next succeeding the date of which notice of withdrawal is filed.

Section 3. Employees who return from leave of absence shall be restored to dues deduction automatically, if they were on dues deduction previous to their leave.

*E. C. M.*

ARTICLE IV

SENIORITY

Section 1. Seniority shall prevail at all times in connection with vacation and holidays.

Section 2. All things being equal, seniority shall prevail in making assignments to supervision and Head Nurse and to shifts. The qualifications to be considered shall be ability, knowledge of the work experience, and seniority.

Section 3. For purposes of definition, in all cases where Civil Service Law does not pertain, seniority shall begin from the first day of employment.

Section 4. In cases of equal seniority, preference will be given to qualified veterans before non-veterans.

E.C. 7/11



ARTICLE V

TEMPORARY STATUS

Section 1. Part-time nurses shall mean any nurse working less than forty (40) hours in one week.

Section 2. Benefits for part-time personnel shall be prorated, i.e., vacation, sick leave, differential holidays. This Article shall apply to personnel who work twenty (20) or more hours weekly. This Article shall not apply to nurses hired on a per diem basis.

*E.C.M.*

ARTICLE VI

VACANCY AND NEWLY CREATED POSITIONS

Section 1. A vacancy in a position shall be posted if the position is to be filled. Newly created positions shall be posted.

Section 2. In selecting the employee for the job opening so posted, the qualifications to be considered shall be ability, knowledge of the work experience and seniority. Seniority shall govern where all other factors are equal.

Section 3. The employee selected for a posted opening shall be posted after a selection has been made.

Section 4. Notices referred to above shall be posted in areas readily accessible to the employees covered by this Agreement and shall remain for a period of ten (10) days. The notice shall include any additional qualifications necessary for the position.

Section 5. Where Civil Service Law does not pertain, initial consideration for promotional, vacant or newly created positions shall be offered to employees covered by this Agreement, subject to standards of qualifications established by the Administration.

ARTICLE VII

TEMPORARY ASSIGNMENTS

Section 1. Where practical and possible, employees will be assigned to the shift of their choice.

Section 2. Nurses temporarily assigned to relieve on another unit shall not be placed in charge provided another qualified nurse is available on that unit.

Section 3. The County will not assign a practical nurse to take charge of a ward except in the case of an emergency.

*E. C. M.*

ARTICLE VIII

HOURS OF DUTY

Section 1. The two-week pay period shall consist of ten (10) work days and four (4) days off beginning on Saturday and ending on Friday.

Section 2. Nurses shall have every other weekend off. Nurses not desiring weekends off will be accomodated, if possible. Where possible, nurses shall have two consecutive days off each week.

Section 3. Work schedules shall be posted at least two (2) weeks in advance. Changes thereafter shall be kept at a minimum and no change shall be made without sufficient prior notice to the affected nurse to make necessary personal adjustment.

Section 4. Lateness between 1 and 14 minutes will be docked for 15 minutes.

15 Minutes	-	29 mins.	for	30 minutes
30 Minutes	-	44 mins.	for	45 minutes
45 Minutes	-	60 mins.	for	60 minutes

Outpatient Clinics

9:00 a.m. - 4:00 p.m.

9:00 a.m. - 4:00 p.m.

*J. C. Smith*

Nursing Services

Meadowview

7:00 a.m. - 3:00 p.m.  
3:00 p.m. - 11:00 p.m.  
11:00 p.m. - 7:00 a.m.

Pollack Hospital

7:30 a.m. - 3:30 p.m.  
3:30 p.m. - 11:30 p.m.  
11:30 p.m. - 7:30 a.m.

ARTICLE IX

PERSONNEL NOTIFICATION

All employees are required to make available to the Personnel Department their home address and phone number to be maintained on a confidential basis.

Section 1. Nurses are required to call in to inform Nursing Service of anticipated sick leave at least two (2) hours in advance except for good cause.

*E. C. M.*

ARTICLE X

EVALUATIONS

Employees may inspect their personnel file in the presence of the Director of Nursing or her designee. An employee's evaluation shall be reviewed with the employee and the employee shall have the opportunity of recording his or her comments on the evaluation before it is placed in the personnel file.

ARTICLE XI

OVERTIME

Section 1. Overtime work must be work authorized by the hospital.

Section 2. Overtime shall be computed based on hours in excess of eighty (80) hours in a two-week period. Compensatory time off shall be on the basis of straight time. Authorized hours in excess of eighty (80) hours shall be paid at the rate of time and one-half.

Section 3. Where possible, 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/or the Payroll Section and may be reviewed by the UNO at reasonable times.

Section 5. The overtime rate will be computed from ten (10) minutes past the change of the shift.

Section 6. The overtime shall be paid no later than the close of the period following the pay period in which the overtime is worked.



Article XI  
Overtime (continued)

Section 7. Any employee requested to work on a scheduled vacation or scheduled day off shall receive another day off.

Section 8. If an employee is out sick during the work week and makes use of sick days for which he or she is eligible, the sick day hours shall be counted as hours worked for the purpose of computing overtime.

ARTICLE XII

OUT OF TITLE WORK

Section 1. If an employee is required and authorized by hospital administration to work out of title for one (1) full day, said employee shall be paid at the higher rate of pay beginning with the second day of the assignment to the out-of-title work.

ARTICLE XIII

CALL IN TIME

Section 1. Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be guaranteed not less than four (4) hours' pay.

ARTICLE XIV

MEAL PERIODS

Section 1. All employees covered by this Agreement shall receive a one (1) hour meal period.

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

Section 3. The existing practice of the County with respect to supplying meals for employees shall continue for the duration of this contract.

ARTICLE XV

SHIFT PAY DIFFERENTIAL

Section 1. The parties hereby establish the following shift pay differential which shall be made in accordance with the following schedule:

NURSES

<u>Pollack Hospital</u>	<u>Meadowview Hospital</u>
Shift- 3:00 p.m.-11:00 p.m. \$1200/yr.	\$1500/yr.
" 11:00 p.m.- 7:00 a.m. 1500/yr.	1200/yr.

PRACTICAL NURSES

Shift- 3:00 p.m.-11:00 p.m. \$ 900/yr.	\$1100/yr.
" 11:00 p.m.- 7:00 a.m. 1100/yr.	900/yr.

ARTICLE XVI

HOLIDAYS

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

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

Section 2. If an employee works on one of the above noted holidays, he shall receive a compensatory day off at straight time pay. When possible such compensatory day shall be taken during the pay period immediately preceding, within or immediately following the holiday pay period.

Section 3. In addition to the holidays listed above and in the event any day is declared a holiday by County action then that day shall be deemed a holiday by the Employer. When such holidays are worked, the nurse shall receive a compensatory day off with pay.

Section 4. If an employee is not satisfied with the assigned compensatory time off day, when required to work on a holiday, the request for change of the compensatory time day can be made to the appropriate nursing administrator and where feasible such change shall be granted.

ARTICLE XVII

VACATION

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

All nurses shall be granted twenty (20) working days vacation annually, based on the completion of twelve (12) months of service. This is based on the completion 1 2/3 working day for each month completed.

No vacation time will be permitted to be used prior to six (6) months of service. After six (6) months of service a nurse may be granted vacation based on the number of months of completed service.

Each thirty (30) day unpaid absent period reduces the vacation to 1 2/3 working day.

If there is a resignation in good standing within the first six (6) months of employment, the employee shall receive a pro rata amount of vacation for that period of service.

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.

Article XVII  
Vacation (continued)

Section 4. All nurses, if they so desire, will be entitled to ten (10) working days during the summer period - June 15 to September 15.

Section 5. A nurse may request more than ten (10) consecutive days during the summer vacation period and where the schedule permits, every effort will be made to grant such request.



ARTICLE XVIII

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 1/4 working day for each month
Each calendar year thereafter	15 working days

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

Section 3. Where abuse of sick leave is suspected, acceptable medical evidence may be required by the County at any time.

ARTICLE XIX

LEAVES OF ABSENCE

Section 1. Leave of Absence with pay may be granted as follows:

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

Section 2. Leaves of Absence without pay may be granted for good cause to any permanent employee in accordance with Civil Service Rules and Laws.

Section 3. Leaves of Absence may not be arbitrarily or unreasonably withheld. Nurses granted leave of absence will be assigned to their prior shift and section wherever possible.

Section 4. 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.

ARTICLE XX

BEREAVEMENT

Section 1. 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 follows: mother, father, son, daughter, sister, brother, husband, wife, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law and brother-in-law.

Section 2. Seven days shall be permitted for out-of-state funerals of above relatives.

Section 3. Matters of special circumstances involving an extension of leave time with or without pay may be considered by the County for extending leave time.

ARTICLE XXI

INSURANCE

Section 1. Hospitalization. The nurses shall receive fully paid Blue Cross, Blue Shield with Rider "J" and Major Medical to cover themselves and their families.

Section 2. Life Insurance. The County will provide for Life Insurance in the amount of \$3,000.00 and Accidental Death and Dismemberment Insurance in the amount of \$3,000.00 for each nurse.

ARTICLE XXII

PRESCRIPTION DRUG PLAN

Effective January 1, 1977, a prescription drug program shall be instituted in the County provided, however, that this program shall not exceed a cost of \$50.00 per employee in 1977 to the County of Hudson. This program will be applicable to all employees and their families.

The parties agree that the County shall have the unilateral right to select the insurance carrier and program. Any dispute dealing with the selection of the insurance carrier or program shall not be subject to the Grievance Procedure.

ARTICLE XXIII

PENSION

Section 1. Employees shall receive payments and retirement pursuant to the provisions of State Law and Local Ordinances.

ARTICLE XXIV

SEPARATION BENEFITS

Section 1. Employees of this bargaining unit who are separated from employment and ten (10) years or more service to the County to their credit shall receive separation benefits as follows if the County cannot schedule the time off prior to separation from employment:

- (a) Prorated vacation time for the final year
- (b) All unused prior vacation time
- (c) All unused compensatory time

ARTICLE XXV

CONVENTION ATTENDANCE

Three (3) nurses from each institution shall be permitted to attend the UNO convention professional seminars for a period of time not to exceed three days each year and each nurse shall receive up to three (3) days' pay at straight time.



ARTICLE XXVI

CONTINUING EDUCATION

A. Whenever authorized all full-time Registered Nurses shall receive tuition reimbursement as indicated below for all courses taken and passed leading to a BS or BA Degree in the field of nursing or health. These courses must be taken outside of working hours.

B. All full-time licensed practical nurses shall receive tuition reimbursement as indicated below for all courses taken and passed which will permit them to take the State Board Examination to become a Registered Nurse.

C. All nurses must be employed six (6) months or more to be eligible for tuition reimbursement.

D. Nurses requested to attend specific educational or professional programs by the respective institution will receive full salary for this time and will have all incurred expenses paid in full by the institution.

E. The maximum of seven (7) days of paid educational leave to attend nursing conferences/conventions may be granted at the discretion of the Director of Nursing. In the event the County seeks to send a nurse or nurses to a conference/convention then, in that event, all nurses interested shall have an opportunity to attend. Expenses incurred at these programs are the responsibility of the nurse. The UNO shall be notified of nursing conferences/

Article XXVI  
Continuing Education (continued)

conventions and be afforded the opportunity to submit names to the Director of Nursing for consideration

F. In order to facilitate continuing education, all nurses may be excused for continuing education programs and receive salary for the day or compensatory time off upon the approval of the Director of Nursing. The amount of time given for such education programs shall be determined by the Director of Nursing with advice from the in-service instructor/director. A day spent in such program shall be considered to be a full work day if it is longer than four (4) hours in length.

G. After six months of employment, professional and practical nurses who are taking college credit courses applicable to a nursing degree will receive tuition reimbursement as follows:

after 6 mo. employment - 1/2 tuition  
up to 6 credits per semester;

after 12 mo. employment - full tuition  
up to 6 credits per semester.

*E. C. M.*

ARTICLE XXVII

BULLETIN BOARD

Section 1. The County shall permit the posting of UNO material on bulletin boards throughout the hospitals.

ARTICLE XXVIII

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.

ARTICLE XXIX

SAVING CLAUSE

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

ARTICLE XXX

DISCIPLINARY ACTION

Section 1. Disciplinary action, depending upon the severity of the offense shall be limited to any one of the following:

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

Section 2. If the management has reason to reprimand a nurse, it shall be done in a manner which will not embarrass the nurse before any other nurse, or the public.

Section 3. Except where the safety of a patient or an employee or other good cause is involved, the UNO shall be notified when a nurse is to be suspended or discharged.

ARTICLE XXXI

GRIEVANCE PROCEDURES

Section 1. The purpose of the grievance procedure shall be to settle all grievances between the County and the UNO as quickly as possible.

A grievance is defined as any disagreement between the County and the employees, or the UNO, involving the interpretation, application or violation of the labor agreement and which is presented within twenty (20) working days of its occurrence.

A grievance shall proceed as follows:

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

2. If the grievance is not settled at 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

*E e m*

Article XXXI  
Grievance Procedures (continued)

the Superintendent of the institution. 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. The arbitrator shall be Jonas Aarons, South Orange, New Jersey. 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 County and the UNO equally.

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



Article XXXI  
Grievance Procedures (continued)

7. 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 XXXII

CHANGES, SUPPLEMENTS OR ALTERATIONS

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

ARTICLE XXXIII

UNO RIGHTS

Section 1. Authorized representatives of the UNO, not to exceed three (3) shall be permitted to visit the Director of Nursing Offices for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The UNO representative shall not impede hospital operations at any time.

Section 2. During negotiations, the UNO representatives so authorized shall be excused from their normal duties for negotiating periods.

Section 3. The UNO shall be notified by Hospital officials whenever possible of all new health programs.

Section 4. The UNO may recommend in-service programs.

Section 5. The UNO may recommend to Hospital and County authorities changes in hospital policies and decisions affecting the welfare of patients and nurses.

ARTICLE XXXIV

MANAGEMENT RIGHTS

Section 1. The Employer hereby retains the right to manage and control its facilities and to hire, promote, transfer, schedule, assign duties, and to discipline or discharge employees for just cause.

Section 2. The Hospital in accordance with applicable laws and regulations and subject to the terms and conditions set forth in this contract retains full jurisdiction and authority over matters of policy, to maintain the efficiency of hospital operation and to determine the methods, means and personnel by which such operations are to be conducted.

Section 3. The UNO on behalf of the employees agrees to cooperate with the County to attain and maintain full efficiency and maximum patient care.

*E. C. M.*

ARTICLE XXXV

MISCELLANEOUS

Section 1. All prevailing Civil Service and/or Hudson County regulations and benefits not covered in this Agreement will be considered applicable to all members of the Association. *U.N.O.*

Section 2. The County and the United Nurses Organization shall share the cost of printing the labor agreement.

Section 3. A Joint Committee shall meet concerning uniforms for employees covered under the Agreement. The Committee shall consist of three (3) employees from each institution selected by the UNO and representatives appointed by the County. In the event the Committee cannot reach an agreement concerning uniforms, the issue shall be submitted to Arbitrator Jonas Aarons.

ARTICLE XXXVI

UNEMPLOYMENT INSURANCE

Section 1. The County agrees to participate in the unemployment compensation program of the State of New Jersey so long as the State of New Jersey extends such benefits to the employees of the County of Hudson.

ARTICLE XXXVII

NON-PROFESSIONAL DUTIES

Section 1. Nurses shall not be expected to routinely work out of title performing tasks that are not in their Civil Service Job Descriptions.

ARTICLE XXXVIII

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of October 1, 1976, and shall expire on December 31, 1977. Both parties agree to commence negotiations in accordance with PERC regulations.

*E.C. M.*



APPENDIX

SALARY SCHEDULE

	Yrs. of Service in Title	A. New Hires 1/1/77	B. 1/1/77
A. Practical Nurse	0-5	8,950	9,700
	6-10		9,948
	11-15		10,135
	16-20		10,412
	20+		10,650
B. Senior L.P.N.	0-5	9,453	10,203
	6-10		10,457
	11-15		10,710
	16-20		10,963
	20+		11,216
B+Graduate Nurse (non-registered)		9,435	10,185
C. Graduate Nurse	0-5	11,305	12,055
	6-10		12,372
	11-15		12,688
	16-20		13,005
	20+		13,321
D. Head Nurse	0-5	12,222	12,972
Head Clinic Nurse	6-10		13,288
	11-15		13,605
	16-20		13,921
	20+		14,283

Column B applies to those employees who were on the payroll as of 12/31/76.

E. As of January 1, 1978, the 20 year plus increment shall be eliminated and the salary paid for the 20 year plus increment shall be paid for the 16-20 year increment.

F. Psychiatric Service

All nursing levels (titles) assigned to Meadowview Hospital \$400.00 year

G. Infectious Units

Only those nursing levels (titles) so determined by the Nursing Director of the Pollak Hospital \$400.00 year

APPENDIX

SALARY SCHEDULE (continued)

H. CONTINUING EXISTING BENEFITS:

All economic benefits, including differentials, vacations, holidays, insurance benefit programs and other economic fringe benefits shall continue in existence.

I. PROMOTION:

Any promotion shall result in a salary increase of at least 5% including the adjustment on step, or the minimum of the scale, whichever is greater.

J. ANNIVERSARY DATES:

For the years of service in title, the increase shall be granted on January 1 and July 1 following the employee going into the title.

APPENDIX

LONGEVITY PROGRAM

In order to promote and encourage a long term employment, the County institutes this separate longevity program for those personnel covered by this Agreement. This program is additional to the years in title program presently in existence. This program would be as follows:

Employees with more than five years of service \$200 per annum;

Employees with more than ten years of service, but not more than 15 years of service, \$400;

Employees with more than 15 years of service, but not more than 20 years of service \$600.

Employees with more than 20 years of service \$800.

The longevity program shall be implemented only for full-time employees. Employees working less than a regular full-time schedule shall not be eligible for longevity.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 3 day of June, 1977.

THE COUNTY OF HUDSON

By Edward F. Clark, Jr.  
EDWARD F. CLARK, JR.  
County Executive

ATTEST:

Frank E. Rodgers  
FRANK E. RODGERS, Clerk  
Board of Chosen Freeholders

UNITED NURSES ORGANIZATION

By Eleanor Moore Pres.

ATTEST:

Corinne J. ...

Each sheet initial by Eleanor Corinne Moore Pres. U.N.O.