

ARTICLE I

AGREEMENT

Union County Board of Chosen Freeholders
This Agreement made this 2nd day of June, 1971,

by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF UNION, hereinafter referred to as the "Employer" and the JERSEY NURSES' ECONOMIC SECURITY ORGANIZATION OF THE NEW JERSEY STATE NURSES' ASSOCIATION,

hereinafter referred to as the "Association" (Registered Professional Nurses)

WITNESSETH:

WHEREAS, it is the desire, intent and purpose of the parties hereto that this Agreement shall provide for improved patient care through the maintenance of high standards of nursing; and

It is also the intent of the parties that this Agreement shall make provision for the terms and conditions of employment to be observed between the parties hereto in order that good employer-employee relations will exist.

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

ARTICLE II

RECOGNITION

Section I.

The Employer recognized the Union County Local Unit of the Jersey Nurses' Economic Security Organization of the New Jersey State Nurses' Association as the exclusive representative of the Registered Professional Nurses employed by the Employer in the positions of graduate nurse or head nurse, for the purpose of collective negotiations under Chapter 303 of the Public Laws of 1968, with respect to salary, hours and other terms and conditions of employment. The Union County Local Unit of the Jersey Nurses' Economic Security Organization shall serve as exclusive representative for purposes of collective negotiations as aforesaid for all of such Registered Professional Nurses, including those on a part-time basis, but excluding the Director and Assistant Director of Nursing and the Supervisors and Assistant Supervisors of Nursing.

SCHEDULE A

SALARY SCHEDULE

Graduate Nurse - \$8,000. - \$9,900.

Minimum - \$8,000.

1st step - \$8,685.
2nd step - 8,945.
3rd step - 9,205.
4th step - 9,465.
5th step - 9,725.
6th step - 9,900.

Head Nurse - \$8,593. - \$10,493.

Minimum - \$8,593.

1st step - \$ 9,278.
2nd step - 9,538.
3rd step - 9,798.
4th step - 10,058.
5th step - 10,318.
6th step - 10,493.

COURT HOUSE

Graduate Nurse - \$6,625. - \$8,445.

Minimum - \$6,625.

1st step - \$6,945.
2nd step - 7,265.
3rd step - 7,585.
4th step - 7,905.
5th step - 8,225.
6th step - 8,445.

Any newly hired Graduate Nurse may be hired above the minimum of the rate range, for Graduate Nurse, at steps 2, 3 or 4 dependent upon her qualifications and experience as evaluated and recommended by the Director of Nursing, subject to the approval of the Superintendent of the Hospital. A minimum of three (3) years experience is necessary to qualify for Step 2 of the Rate Range.

Graduate Nurses presently employed who have been hired within the past two (2) years prior to the effective date of this Agreement shall be evaluated and placed on the appropriate Step of the Rate Range for Graduate Nurses in accordance with the procedure set forth in the preceding paragraph, which shall be applicable only to those nurses not adjusted in accordance with the contract between the parties dated June 1, 1970.

ARTICLE III

PAYROLL DEDUCTION OF ASSOCIATION DUES

Section 1.

The Employer agrees to deduct from the salaries of nurses' dues for the American Nurses' Association, New Jersey State Nurses' Association and District I of the New Jersey State Nurses' Association, when authorized in writing to do so by each nurse. Individual authorization forms shall be furnished and filed by the Association or organization with the appropriate business office of the Employer. Once an authorization is given, it shall remain in effect unless terminated by the nurse employee upon written notice or termination of her employment. The filing of a notice of withdrawal shall halt deductions as of July 1 or January 1 (whichever is sooner) next succeeding the date on which the notice of withdrawal is filed.

An authorization for deduction of Association membership dues shall be terminated automatically when an employee is removed from the payroll of the County. Where a nurse takes leave of absence without pay for one month or more during any payroll deduction period, there shall be no obligation on the part of the County to collect funds from her salary during such absence. Upon her return to employment at the termination of her leave the County shall continue to deduct dues from her salary in accordance with the payroll deduction program agreed upon by the parties.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1.

The Association recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer subject only to such limitations as are specifically provided in this Agreement.

ARTICLE V

NURSES RIGHTS

Section 1.

Pursuant to Chapter 303 of the Public Laws of 1968, the Employer hereby

agrees that every Registered Professional Nurse subject to this Agreement shall have the right to freely organize, join and support the Association (or organization) and its affiliates for the purpose of engaging in collective negotiations.

The Employer further agrees that it shall not directly or indirectly discourage, deprive or coerce any such nurse in the enjoyment of any rights conferred by Chapter 303 of the Public Laws of New Jersey 1968 or other laws of New Jersey or the Constitution of New Jersey; that it shall not discriminate against any such nurse with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association (or organization) and affiliates, or his institution of any grievance under this Agreement.

Nothing contained herein shall be construed to deny or restrict any nurse such rights as she may have under New Jersey Civil Service Laws or other applicable laws and regulations.

ARTICLE VI

NO STRIKE - NO LOCKOUT

Section 1.

The Association recognizes that the Registered Professional Nurses subject to this Agreement, as public employees do not have the right to strike under the laws of New Jersey at the time of execution of this Agreement. In the event the laws of New Jersey are changed and such nurses, as public employees shall have the right to strike during the life of this Agreement, the Association agrees that there shall be no strikes, work stoppages or slowdowns.

Section 2.

The Employer agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1.

A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by a Registered Professional Nurse,

hereinafter referred to under this Article as "Employee", as to any action or nonaction taken towards him which concerns any matter arising out of his employment.

Section 2.

The purpose of this article is to encourage the resolution of employment problems at the lowest level possible and on an informal basis. The grievance procedure shall be informal and confidential unless otherwise stated in the grievance procedure.

Section 3.

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor, either directly or through the Association's designated representative for the purpose of resolving the matter informally.

Step 2. If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within one (1) working day after presentation of that grievance at Step 1, he may file a grievance in writing with the Director of Nursing or his designated representative. A hearing on the grievance shall be held between the Director of Nursing or his designated representative and the aggrieved party and the Association's designated representative.

Step 3. If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no decision has been rendered within three (3) working days after presentation of that grievance at Step 2, he may file the grievance with the Hospital Administrator or his designated representative. A hearing on the grievance shall be held between the Hospital Administrator or his designated representative and the aggrieved party and the Association's designated representative. The Hospital Administrator will render a final decision in writing within five (5) days.

Section 4.

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

Section 5.

A grievance must be presented at Step 1 within one (1) week from the date of occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this Agreement.

Section 6.

Any employee may be represented at all stages of the grievance procedure by himself or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

Section 7.

The above described grievance procedure shall be modified in the instance involving the Registered Professional Nurse employed at the Union County Court House. He shall process his grievance through the customary chain of command involving his immediate superior and the person superior thereto. This, however, shall be the only modification made in the grievance procedure for such nurse.

ARTICLE VIII

SICK LEAVE

Section 1.

Sick leave is the absence of an employee from work because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family seriously ill requiring care or attendance of such employee.

Section 2.

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absence without notice for five (5) consecutive days shall constitute a resignation.

Section 3.

Sick leave benefits and procedures for utilizing such benefits are as set forth in the Personnel Policy Manual developed for John E. Runnells Hospital of Union County, Berkeley Heights, Union County, New Jersey, which manual remains in full force and effect except as modified specifically herein.

ARTICLE IX

VACATIONS

Section 1.

Vacation eligibility:

(a) During the first calendar year of employment, employees shall earn one vacation day for each month of service during the calendar year following the date of appointment.

(b) Employees with one to ten years of service shall be entitled to twelve (12) working days vacation each year.

(c) Employees with ten completed years to twenty years of service will be entitled to sixteen (16) working days vacation each year.

(d) Employees with twenty completed years of service shall be entitled to twenty (20) working days vacation each year.

Section 2.

Part time employees shall receive vacation credit allowance on a pro-rated basis in accordance with Section 1 above.

Section 3.

The Employer shall have the exclusive right to determine when an employee's vacation shall be scheduled. The Employer agrees to give reasonable consideration to an employee's wishes in this regard. Where conflicts in choice of dates occur, preference will be governed by seniority insofar as effective staffing requirements permit.

Section 4.

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in a calendar year in which the separation becomes effective.

Section 5.

An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 6.

Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 7.

If a paid holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 8.

Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 9.

If an employee leaves the Employer's employ for any reason before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final pay check.

Section 10.

Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

ARTICLE X

SALARIES

Section 1.

Effective January 1, 1971, all Registered Professional Nurses subject to this agreement shall be paid in accordance with the attached salary schedule relative to their positions (See schedule A).

Section 2.

The salary schedule shall consist of seven (7) steps.

(a) Step progression is based upon merit considerations.

(b) No employee will be paid less than the starting rate or more than a maximum rate for his pay grade.

Section 3.

Adjustments in rates of pay.

(a) Employees hired or who have been promoted and have less than one (1) year of service in the position, shall receive their salary increment effective the date of

the beginning pay period of the month in which the employee has completed one (1) year of service in the title hired for or promoted into.

(b) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between January 1, and June 30th, shall receive their salary increments as of January 1, 1971.

(c) Employees who have more than one (1) year of service in their classification who possess an anniversary date of employment or promotion between July 1, and December 31st, shall receive their salary increments as of July 1, 1971.

ARTICLE XI

SHIFT DIFFERENTIAL

(A) Evening Shift

Graduate nurses working the 3:00 P.M. to 11:00 P.M. shift shall be paid for a shift differential of twenty dollars (\$20.00) per week in addition to the specified salary of their position titles. Head nurses working this shift shall be paid a shift differential of twenty four dollars (\$24.00) per week in addition to the specified salary of their position titles.

(B) Night Shift

Graduate nurses working the 11:00 P.M. to 7:00 A.M. shift shall be paid a shift differential of fifteen dollars (\$15.00) per week in addition to the specified salary for their position titles. Head nurses working this shift shall be paid a shift differential of eighteen dollars (\$18.00) per week in addition to the specified salary for their position titles.

(C) Working Out of Title

Graduate nurses shall be paid four dollars (\$4.00) per day above their normal daily salary for each day they are required by the employer to perform functions normally assigned to a head nurse. However, no graduate nurse is to receive this additional compensation more than two (2) times within a seven (7) day period. Whenever a graduate nurse is required by the employer to perform duties normally assigned to a head nurse for more than two (2) in any seven (7) day period, the employer shall process a CS 6 form, which will entitle the graduate nurse to be paid at a head nurse's rate for as long as she functions as a head nurse.

ARTICLE XII

ASSOCIATION RIGHTS

Leaves of absence without loss of salary to attend conventions of the American

Nurses' Association, the New Jersey State Nurses' Association, and other professional organizations, not exceeding three (3) days in any one (1) year, shall be granted to two qualified representatives of the Association, and two alternates.

ARTICLE XIII

SCHEDULING OF WORK

The employer recognizes that the past practice of requiring certain employees to work seven (7) continuous days, every other week, should be eliminated. Therefore, the employer will make a bona fide and good faith attempt to eliminate this practice by *September 1*, 1971. The employer will make a reasonable and good faith attempt to modify existing work schedules so that no employee, will have to work more than five (5) continuous days in any seven (7) day period.

If by *October 1*, 1971, the problem set forth above has not been corrected, the employer immediately agrees to reopen negotiations with respect to this Article.

ARTICLE XIV

RETENTION OF EXISTING BENEFITS

Section 1.

Except as otherwise provided herein, all rights, privileges, and benefits which Registered Professional Nurses have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all Registered Professional Nurses except as otherwise expressly provided herein.

ARTICLE XV

SAVINGS CLAUSE

Section 1.

In the event that any Federal or State legislation, governmental regulation or court decisions cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

ARTICLE XVI


DURATION

This Agreement shall become effective on January 1, 1971 and shall terminate on December 31, 1971. If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days before the expiration date of this Agreement of the proposed changes and their desire to terminate this Agreement. If notice is not given as herein required, this Agreement will automatically be renewed for another year.

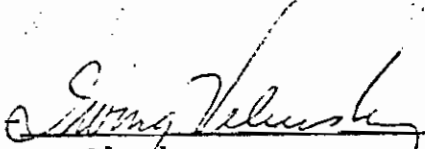
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

JERSEY NURSES ECONOMIC
SECURITY ORGANIZATION OF
THE NEW JERSEY STATE NURSES
ASSOCIATION

BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF UNION

By: 
Mary M. Wilson R.N.

By: 
DIRECTOR.

ATTEST: 
Clerk.