

2-0027
67-60

AGREEMENT

OFFICE COPY

Approved as to form and regularity of execution
Francis P. McQuade
County Counsel

This Agreement made this _____ day of _____, 1971,
between the COUNTY OF ESSEX, public employer, with offices at the
Hall of Records, Newark, Essex County, New Jersey (hereinafter re-
ferred to as the County) and the ESSEX COUNTY LOCAL UNIT OF THE
JERSEY NURSES' ECONOMIC SECURITY ORGANIZATION OF THE NEW JERSEY
STATE NURSES' ASSOCIATION, public employee representative (herein-
after referred to as the Association).

WITNESSETH:

WHEREAS, the Public Employment Relations Commission, pur-
suant to the New Jersey Employer-Employee Relations Act of 1968,
has certified the Association as the exclusive representative for
the purpose of collective negotiations with respect to wages, hours,
terms and other conditions of employment for all Professional Nur-
ses employed by the County of Essex, excluding managerial execu-
tives,

NOW, THEREFORE, the County and the Association mutually
agree as follows:

ARTICLE I: PURPOSE

The purpose of this Agreement is to memorialize and to
set forth herein the basic agreement covering the terms and condi-
tions of employment to be observed between the parties hereto in
order to foster good employer-employee relations.

ARTICLE II: RECOGNITION AND SCOPE

The County recognizes the Essex County local unit of the
Jersey Nurses' Economic Security Organization of the New Jersey
State Nurses' Association as the exclusive representative of the
professional nurses, both registered or with state permit, employed

THIS BOOK DOES
NOT CIRCULATE

by the County at the Essex County Hospital Center, the Essex County Geriatrics Center and other facilities, institutions, clinics, departments and agencies and facilities (hereafter called the employing units) operated by the County for the purpose of collective negotiations and pursuant to Chapter 303, L. 1968 (N.J.S.A. 34:13A, etc.) with respect to salary, hours and other terms and conditions of employment.

ARTICLE III: MANAGEMENT RIGHTS

It is understood and agreed by the parties that management, whether it be the County, or the Chief Administrative Officer of each Employing Unit or of each Facility wherein Professional Nurses are employed, possesses the sole right to operate the Employing Units or Facilities so as to carry out the statutory mandate and goals assigned by the County to the Employing Units and Facilities, and that all management rights repose in management except as modified by the terms of this Agreement.

ARTICLE IV: RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits that the Professional Nurses have heretofore enjoyed and are presently enjoying, whether ~~country~~-wide or departmental in application, shall be maintained and continued by the County during the term of this agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all Professional Nurses except as otherwise provided herein. In accordance with Chapter 303 of the Public Laws of 1968, any new work rule, personnel policy, decision or regulations affecting the employment of the professional nurses that are the subject of this Agreement shall first be negotiated with the Association if it is to become effective during the terms of this Agreement.

The County agrees that it shall not discriminate against any professional nurse with respect to hours, wages or any terms of conditions of employment by reason of her membership in the Association or its affiliates, her participation in any activities of the Association or its affiliates, collective negotiations with the County, or its institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE V: SALARIES

Effective April 3, 1971, professional nurses in the position of staff nurse, head nurse, supervisor, instructor and clinical specialist shall be paid in accordance with the attached salary schedule (Schedule A).

Also effective April 3, 1971 professional nurses covered by this Agreement shall have their salaries increased by \$500 or 5%, whichever is greater, except that no increase granted pursuant to this ARTICLE V shall exceed \$1,000. All subsequent increments during the term of this Agreement shall be paid January 1st of the following year. An increment as used in the foregoing sentence is an annual meritorious increase in salary within the salary ranges of the job title. Professional nurses will be given advance notice in writing of the granting or withholding of an increment through performance rating and discussions between the professional nurse and his or her department head at least twice yearly.

ARTICLE VI: HOURS OF WORK, PREMIUM PAY, WORK SCHEDULES

The normal work day for all Registered Nurses shall be eight (8) hours. The normal work period shall be eighty (80) hours in a fourteen (14) day schedule.

All work performed in excess of eight (8) hours per day or eighty (80) hours in the fourteen (14) day period shall be compensated at time and one-half.

Each Professional Nurse shall be allowed one (1) hour for lunch during his or her eight (8) hour tour of duty. If the Supervisor or department head directs the Professional Nurse to continue to work during the lunch hour, the County shall pay the Professional Nurse one (1) hour at the employee's regular hourly rate.

ARTICLE VII: SHIFT DIFFERENTIAL

- A. EVENING SHIFT: Nurses working the 3:00 P. M. to 11:00 P. M. shift shall be paid a shift differential of \$360 per year in addition to the specified salary for their position titles.
- B. NIGHT SHIFT: Nurses working the 11:00 P. M. to 7:00 A. M. shift shall be paid a shift differential of \$240 per year in addition to the specified salary for their position titles.

The above shift differentials shall be uniformly applied throughout all County facilities where Professional Nurses are employed. However, those Professional Nurses who are presently receiving \$480 per annum as a shift differential shall continue to receive said amount and shall not have their differential reduced by operation of this contract.

The parties expressly agree that meaningful negotiations could not have taken place with respect to this provision because of the current wage-price freeze. Both parties agree to commence negotiations with respect to this provision as soon as said restrictions are eliminated.

ARTICLE VIII: STAND-BY TIME

A Professional Nurse assigned to stand-by, i. e, to remain available and subject to call for duty while off duty, shall be compensated at the rate of two (2) hours' pay per day at straight time when so assigned on weekdays - Mondays through Fridays - and four (4) hours' pay per day at straight time when so assigned on Saturdays, Sundays and Holidays. If actually called for duty, he shall be compensated at the rate of time and one-half for such time spent on duty.

Professional Nurses not "on call" but who are called to work on their regularly scheduled days off shall receive time and one-half for all such hours worked, with a guaranteed minimum pay of four (4) hours.

ARTICLE IX: LONGEVITY

Effective January 1, 1971 all Professional Nurses upon completion of fifteen (15) years of employment with the County will be granted a special longevity salary increment equal to one-half (1/2) regular salary increment.

The special increment will become effective on the fifteenth (15th) anniversary of employment and will be payable within the earliest paycheck following the anniversary.

Additional longevity increments will be granted each succeeding year not to exceed the total of six (6) such increments. Professional Nurses already receiving longevity payable January 1, 1971, and thereafter will receive longevity as described above.

ARTICLE X: VACATION

Professional Nurses covered by this Agreement are entitled to the following paid vacation.

First year of employment - One (1) day for each month of service;
Second through fifth year of employment - Twelve (12) vacation days;
Sixth through fifteenth year of employment - Fifteen (15) vacation days;
Sixteen years of employment and beyond - Twenty (20) vacation days.

Upon celebrating the fifth and fifteenth years' service, a Professional Nurse shall be granted the additional vacation during the calendar year in which the Professional Nurse celebrated that anniversary.

In scheduling vacations, choice of time shall be governed by seniority. The parties recognize that each Employing Unit or Facility has the right to determine the number of Professional Nurses within each classification and work unit that may be on vacation at any given time; however, Professional Nurses shall be offered the opportunity to take some vacation time between May 1st and September 30th. Once vacation periods have been scheduled, each Employing Unit or Facility shall make changes in vacation schedules only to meet unanticipated staff shortages or emergencies. It is the expressed intent of the Employing Units and Facilities to exercise the authority to change scheduled vacation periods as seldom as possible; additionally, vacations shall be granted at times and in amounts most desired by Professional Nurses whenever possible. If, at the request of a department head within an Employing Unit or Facility, a Professional Nurse is unable to take all or part of vacation due during the calendar year, the unused portion may be carried over to the next succeeding year only. With regard to the above vacation schedules, part-time Professional Nurses, whether permanent or temporary, will be granted vacation on a pro-rated basis.

A Professional Nurse who has resigned and has otherwise separated from employment with the County shall be entitled to the vacation allowance for the current year pro-rated on the number of months worked in the calendar year in which the separation becomes effective.

A Professional Nurse who is retiring shall be given full vacation, based on length of service, for the calendar year in which the Professional Nurse retires.

Whenever a Professional Nurse dies, having to his or her credit any annual vacation leave, there shall be collected and paid to the Professional Nurse's estate a sum of money equal to the compensation figure on the Professional Nurses' salary rate at the time of his or her death.

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

ARTICLE XI: HOLIDAYS

When a Professional Nurse in those departments operating on an around-the-clock basis, seven (7) days a week, is required to work on a Holiday as declared by the Board of Chosen Freeholders or the Governor, the Professional Nurse shall be granted a compensatory day at a later date mutually convenient to the Professional Nurse and the department head. If, because of the pressure of work, such compensatory time is not granted within one year from the date it was earned, then within one month thereafter, the Professional Nurse shall be paid at the rate of time and one-half for such holiday worked.

The same procedure shall be followed whenever the County Supervisor or the Governor issues a notice allowing a part of a day for early departure on holiday eves or other special occasions. No Professional Nurse shall be compelled to take a holiday, vacation day or due day in order to avoid eligibility for overtime pay. For those Professional Nurses in departments operating on a five (5) day or six (6) day week, overtime pay for holidays worked will be paid according to Resolutions No. 26830 and No. 27063.

ARTICLE XII: SICK LEAVE

Each full-time Professional Nurse covered under this Agreement, will be granted sick leave with pay of not less than one (1) working day for every month of service during the remainder to the first calendar year of service following appointment, and an additional fifteen (15) working days in every calendar year thereafter. If a paid holiday occurs during sick leave, it is not counted as a sick leave.

Sick leave is hereby defined to mean absence from post of duty of a Professional Nurse because of illness, accident, exposure to contagious disease, and/or attendance upon a member of the Professional Nurse's immediate family seriously ill, requiring the care or attendance of such employee.

In the event the Employing Unit or Facility has reason to believe that a Professional Nurse is abusing the sick leave privilege or may not be physically fit to return to work, the Employing Unit or Facility may require a medical certificate or other appropriate verification for any period of absence chargeable to sick leave.

ARTICLE XIII: LEAVE

All Professional Nurses shall receive six (6) days Professional Administrative Leave in addition to all other authorized leaves and vacations with pay, retroactive to January 1, 1971. Beginning January 1, 1972, the number of days allowed each nurse for Professional Administrative leave shall increase to seven (7) days.

This Professional Administrative Leave shall be subject to those regulations which are currently in force for the use of vacation leave. ^{Part-time} Part-time professional nurses shall be granted Professional Administrative Leave on a pro rata basis.

Leave to attend professional conventions, educational programs or workshops shall be granted to Professional Nurses in accordance with the existing policy of affording leaves to County personnel. A nurse shall be permitted such leave when substitute nursing coverage is available.

ARTICLE XIV: LIFE INSURANCE, HOSPITALIZATION,
MEDICAL-SURGICAL AND MAJOR
MEDICAL INSURANCE

Permanent Professional Nurses, upon completion of ninety (90) days employment are enrolled in a group life insurance program that provides a Four Thousand Dollar (\$4,000.00) death benefit.

Temporary Professional Nurses become covered at the completion of ^{ninety (90) days} ~~one (1) year~~ of employment. Eligibility for Hospitalization, Medical-Surgical and Major Medical Insurance is the same.

These benefits provide coverage for the Professional Nurse, his or her spouse and any dependents eligible under the health insurance contracts. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those provided by the County on April 1, 1970. Upon retirement a Professional Nurse who is a member of the P.E.R.S. may join the New Jersey Blue Cross-Blue Shield Group Pension Program through the New Jersey State Division of Pensions and pay the group premium. A Professional Nurse who is a member of the P.E.R.S. shall have life insurance coverage at three-sixteenths (3/16) of his or her last year's salary with the County without cost.

Upon retirement, a Professional Nurse who is a member of the Essex County Pension Program may continue his or her New Jersey Blue Cross-Blue Shield Insurance, or its successor's insurance and Two Thousand Dollar (\$2,000.00) life insurance by paying group rate premiums therefor.

ARTICLE XV: UNIFORM ALLOWANCE

An allowance for uniforms of \$100 per annum, retroactive to January 1, 1971 shall be paid to each nurse in two equal installments in May and November of each year.

The parties expressly agree that meaningful negotiations could not have taken place with respect to this provision because of the current wage-price freeze. Both parties agree to commence negotiations with respect to this provision as soon as said restrictions are eliminated.

ARTICLE XVI: INDEMNIFICATION

The County shall indemnify, defend and hold harmless each Professional Nurse against whom malpractice proceedings are pursued, provided that the basis for such proceedings arise out of and in the course of the employment of the Professional Nurse by the County.

ARTICLE XVII: PART-TIME PROFESSIONAL NURSES

Permanent Part-time nurses covered by this agreement shall be granted on a pro-rata basis all benefits given to full-time nurses.

ARTICLE XVIII: OTHER POLICIES OF THE COUNTY AND THE ASSOCIATION

A copy of the Personnel Policies and Regulations now in effect shall be issued to each Professional Nurse covered by this Agreement.

The County; either in hiring, promoting, advancing or assigning jobs or any other term or condition of employment, agrees not to discriminate against any Professional Nurse because of

race, color, national origin, religious affiliation, sex or marital status.

The Association agrees to be responsible for representing the interests of all Professional Nurses at each of the Employing Units and Facilities without discrimination with regard to race, color, national origin, religious affiliation, sex or marital status, and without regard to Association membership.

The County agrees that residency within Essex County shall not be a requirement for promotional examinations.

ARTICLE XIX: ASSOCIATION RIGHTS DURING NEGOTIATIONS

Time for negotiations will be mutually agreed upon by the Association and the County. Members of the Association's Negotiating Committee shall be considered on duty while attending negotiations and shall receive their customary rate of pay therefor, except that a total of no more than four (4) Professional Nurses from the combined Employing Units and Facilities shall have the right to receive pay under this Article.

ARTICLE XX: DEDUCTION OF DUES

The County agrees to deduct dues for the Association from the salaries of Professional Nurses covered by this Agreement when authorized in writing to do so by each Professional Nurse. Individual authorization forms shall be furnished and filed by the Association with the appropriate business office of the County. Once an authorization is given, it shall remain in effect unless terminated by the Professional Nurse upon written notice or termination of the Professional Nurse.

The filing of a Notice of Withdrawal shall halt deductions as of January 1st or July 1st, whichever is sooner, next succeeding the date on which the Notice of Withdrawal is filed.

The County shall not be responsible for the collection of dues after the termination of a Professional Nurse.

ARTICLE XXI: PERSONAL PROPERTY

A Professional Nurse who suffers damage to or loss of personal property in the course of and in the actual performance of his or her regular duties while complying with security and procedural rules and regulations of the Employing Units or Facilities shall be reimbursed by the County for such loss by an evaluation at time of loss.

ARTICLE XXII: LABOR-MANAGEMENT PEACE AND STABILITY

Inasmuch as this Agreement provides machinery for the orderly resolution of disputes through the procedures outlined in Article XXIII of this contract, the County and the Association recognize their mutual responsibility to provide for uninterrupted services.

ARTICLE XXIII: GRIEVANCE PROCEDURE

Any dispute, difference, or grievance regarding the interpretation, application or violation of policies, administrative decisions, and agreements including this Agreement, affecting Professional Nurses, shall first be attempted to be settled by means of a conference between the representatives of the Association and representatives of the County.

In the event that such grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such grievances regarding the interpretation or application of the provisions of the agreement may be submitted to

arbitration at the request of either party to the New Jersey State Board of Mediation or the American Arbitration Association at the option of the party seeking arbitration, which organization shall designate an arbitrator pursuant to its rules and regulations.

The decision of such designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Association or the County shall have the right to submit a matter to arbitration.

Any employee who shall be required to testify at or attend hearings of arbitration, mediation or settlement of any question of violations of this agreement shall not suffer any loss in wages by reasons thereof.

ARTICLE XXIV: DISCIPLINARY PROCEDURE

The Employing Units or Facilities shall have the right, pursuant to applicable civil service statutes and rules and regulations, and provisions of this Agreement, to discharge, suspend or discipline any Professional Nurse for just cause.

ARTICLE XXV: SEVERABILITY

Should any part of this Agreement or any provisions herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXVI: DISCUSSION WITH EMPLOYER

When a Professional Nurse is summoned to the Nursing Office or the Office of the Administrator of the health facility to which she is employed, for the purpose of discipline, she has

the right to be informed of the meeting and of the charges brought against her, and the right to be represented at such meeting by the Unit Representative, which right may be waived, in writing, by the Professional Nurse.

ARTICLE XXVII : TEMPORARY ASSIGNMENTS

Professional Nurses may be temporarily assigned by the Employing Units or Facilities for a period not to exceed two (2) weeks in any three (3) months (except that this limitation shall not apply to the Geriatrics Center) to work in a different professional nursing title in the same or different salary range. These assignments, based on a good faith need, shall be made for reasons that include but are not limited to the following:

1. To meet emergencies caused by abnormal work load, changes in organization, or unanticipated absences.
2. Pending description and classification of a new position where performance of the duties cannot be delayed.
3. For training purposes where such training is a part of established promotional programs.
4. Pending recruitment.
5. To provide a substitute for a Professional Nurse whose absence is anticipated.

Whenever a Head Nurse or Graduate Nurse at the Employing Units or Facilities fills the position of Supervisor of Nurses he or she will be given a job differential payment of five (\$5.00) dollars per shift.

At the Essex County Hospital Center, whenever a Supervisor of Nurses is assigned to temporarily assume the responsibilities for two (2) patient areas, as defined in Schedule B attached hereto, or is assigned to the Nursing Office to temporarily assume administrative responsibilities of an Assistant Director of Nurses in addition to one patient area, that Supervisor will be given a pay differential of six (\$6.00) dollars per shift over and above

all other money she is entitled to pursuant to any other term of this Agreement.

Whenever a Supervisor of Nurses is assigned to temporarily assume the responsibilities of three (3) patient areas, as designated in Schedule B attached hereto, or two (2) patient areas as defined in Schedule B attached hereto and at the same time to the Nursing office to temporarily assume administrative duties of an Assistant Director of Nurses, that supervisor or nurse will be given a job differential payment of eight (\$8.00) dollars per shift over and above all other money she is entitled to pursuant to any other term of this Agreement.

The parties in this paragraph recognize that in certain instances, because of a shortage of nurses, supervisors may of necessity be required to cover more than one patient area. The parties recognize that it would be desirable to hire enough nurses so that no supervisor will in the normal course of her employment be required to cover more than one patient area, and the County will continue to make good faith attempts to hire the nursing personnel required to accomplish this objective.

Over and above all other money to which a Supervisor is entitled, pursuant to any other terms of this Agreement, the supervisors on the 3-11 shift in charge of the following patient areas, as set forth in Schedule B attached hereto shall be entitled to an additional three (\$3.00) per shift:

PATIENT AREAS

1. Star 1, 2, 5, 6, 7, 9, 3, 4, 8
2. Female Hill (Back) 10, 11, 13, 15, 17
Female Hill (Front) 19, 20, 21, 23, 25, 28
Gateway
3. Male Hill (Front) 32, 35, 37, 39, 40
Male Hill (Back) 41, 43, 45, 47, 49

ARTICLE XVIII: DURATION OF AGREEMENT

The terms and conditions of this Agreement shall become effective on the _____ day of _____, 1971, and shall continue in full force and effect until 12:00 midnight on the thirty-first (31st) day of December 1971, provided that the rights, duties and obligations which relate to 1972 shall survive. The County and the Association agree to jointly enter into further discussions relating to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the said party on the first part has caused this instrument to be signed by its Director of the Board of Chosen Freeholders, attested by its clerk, and its corporate seal to be hereunto affixed, pursuant to a resolution of said party of the first part passed for that purpose and the said party of the second part has caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed the _____ day of _____, 1971.

ATTEST:

Ruth E. Stevenson
Ruth E. Stevenson, Clerk

COUNTY OF ESSEX

BY Wynona M. Lipman
Wynona M. Lipman, Director

ATTEST:

Elizabeth Carson
Secretary

ESSEX COUNTY LOCAL UNIT OF THE
JERSEY NURSES' ECONOMIC SECURITY ORGANIZATION OF THE NEW
JERSEY STATE NURSES' ASSOCIATION

BY Ethel C. Cola
President

SALARY SCHEDULE

SCHEDULE A

TITLE	STARTING SALARY	1st INCREMENT	2nd INCREMENT	3rd INCREMENT	4th INCREMENT	5th INCREMENT	MAXIMUM SALARY
STAFF NURSE	\$8,100	\$8,500	\$8,900	\$9,300	\$9,700	\$10,100	\$10,100
HEAD NURSE	\$8,900	\$9,388	\$9,876	\$10,364	\$10,856	\$11,340	\$11,340
SUPERVISOR	\$9,800	\$10,360	\$10,920	\$11,480	\$12,040	\$12,600	\$12,600
INSTRUCTOR	\$10,815	\$11,403	\$11,991	\$12,579	\$13,167	\$13,755	\$13,755
CLINICAL SPECIALIST	\$11,865	\$12,474	\$13,083	\$13,692	\$14,301	\$14,910	\$14,910

New employees may be hired as Staff Nurses at other than the starting salary as follows:

1st INCREMENT: Any new employee who has functioned as a registered nurse for one to three years within the last five years preceding her employment by the County or who possesses a Baccalaureate Degree.

2nd INCREMENT: Any new employee who has functioned as a registered nurse for three to five years within the last seven years preceding her employment by the County or who possesses a Baccalaureate Degree.

3rd INCREMENT: Any new employee who has functioned as a registered nurse for five or more years within the last ten years preceding her employment by the County or who possesses a Baccalaureate Degree.

SCHEDULE B

7-3 SHIFT		3-11 SHIFT		11-7 SHIFT	
1	Star 1,2,5,6	1	Star 1,2,5,6, 7,9,3,4, 8	1	Star 1,2,5,6, 7,9,3,4, 8
2	Star 7,9,3,4 8				
3	Female Hill,bk. 10,11, 13,15, 17	2	Female Hill, bk. 10,11,13, 15, 17	2	Female Hill, bk. 10, 11, 13 15, 17
4	Female Hill,frt 19,21,23, 25, 28 Gateway		Female Hill, frt. 19,21,23, 25, 28 Gateway		Female Hill, frt. 19,21,23 25,28 Gateway
5	Male Hill,frt. 32,35,37 39,40	3	Male Hill frt. 32,35,37, 39,40	3	Male Hill frt. 32,35,37 39,40
6	Male Hill,bk. 41,43,45 47, 49	4	Male Hill, bk. 41,43,45, 47,49		Male Hill, bk. 41,43,45 47, 49
7	Fairview House 31,33,34 U9, U10	5	Fairview House 31,33,34 U9, U10		Fairview House 31,33,34 U9, U10
8	Reception 53,54,55 56,57,58	6	Reception 53,54,55 56,57,58	4	Reception 53, 54, 55 56, 57, 58
9	Clayton Freeman 50,52,60 62	7	Clayton Freeman 50,52,60, 62	5	Clayton Freeman 50,52,60 62
10	Wright Pav. 70,72,74 76	8	Wright Pav. 70,72,74, 76	6	Wright Pav. 70, 72, 74 76
11	Hilltop U1, 2, 3	9	Hilltop U1, 2, 3 Main (TB) B, C	7	Hilltop U1, 2, 3 Main (TB) B,C
12	Main (TB) B,C	=/8=			