

Contract no. 1455

T

A G R E E M E N T

BETWEEN

THE TOWNSHIP OF NUTLEY

AND

**PUBLIC HEALTH NURSES
AND GRADUATE NURSES
IN PUBLIC HEALTH
AND JNEBO**

JANUARY 1, 1990 TO DECEMBER 31, 1992

PREPARED BY:

**JOHN P. RYDER, ESQ.
TOWNSHIP ATTORNEY
391 FRANKLIN AVENUE
NUTLEY, NJ 07110
(201) 661-5000**

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THIS AGREEMENT, entered into by the Township of Nutley, (hereinafter referred to as the "Township") and the Jersey Nurses Economic Security Organization (hereinafter referred to as the "Union" or "JNESO") has as its purpose the promotion of harmonious relations between the Township and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. In consideration of the premises, covenants, undertakings, terms and conditions contained herein, it is hereby mutually agreed by and between the parties as follows:

ARTICLE I

UNION RECOGNITION

The Township recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and other conditions of employment for the following employees of the Department of Public Affairs: Public Health Nurses and Graduate Nurses in Public Health, including those on a part-time basis.

ARTICLE II

ASSOCIATION NOTIFICATION

SECTION 1.

The Association shall be notified at the employer's earliest convenience, not to exceed 10 working days exclusive of Saturdays,

Sundays, and holidays of any and all proposed new rules and /or modifications of existing rules.

SECTION 2.

The employer agrees to notify the local unit of all newly hired permanent employees represented by the Association in accordance with this agreement. Such newly hired employees shall be advised that the nurses are represented by the Association for all terms and conditions of employment. The employer will provide the Association and the local unit with a bulletin board, to be used by the Association and the local unit, located in the nursing quarters.

ARTICLE III

NURSES RIGHTS

Section 1.

Pursuant to C. 303 of the Public Laws of 1968, and C. 123 of the Public Laws of 1974, and any amendatory provisions made thereto, the employer hereby agrees that every public health nurse or graduate nurse in public health subject to this agreement shall have the right to freely organize, join and support^othe Association J.N.E.S.O, and its affiliates for the purpose of engaging in collective negotiations.

Section 2.

The employer further agrees that it shall not directly or in-

directly discourage or coerce any such nurse in the enjoyment of any rights conferred by C. 303 of the Public Laws of 1974, or C. 123 of the Public Laws of 1974 or other laws of NJ, the constitution of NJ or the constitution of the United States; that it shall not discriminate against such nurse with respect to hours, wages or any terms or conditions of employment by reason of his or her membership in the Association (or organization) and affiliates, collective negotiations with the Township of Nutley, institution of any grievance, complaint or proceeding under this agreement.

Section 3.

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

ARTICLE IV

DUES DEDUCTION AND REPRESENTATION FEE

SECTION 1.

Any permanent employee in the bargaining unit on the date of execution of this agreement who does not join the Association within 30 days thereafter, and any new permanent employee who does not join within 30 days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within 10 days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in

an amount equal to 85% of the regular association membership dues, fees and assessments as certified to the employer by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provisions by a successor agreement between the Association and the employer. For the purpose of this provision employees who are reappointed from year to year shall be considered to be in continuous employment.

SECTION 2.

The employer, after receipt of written authorization from each individual employee, shall deduct the dues from each pay period as presently deducted and shall transmit them monthly to the Association at its offices at 112 W. State St., Trenton, NJ 08608.

SECTION 3.

In making the deductions and transmittal as above specified, the employer shall rely upon the most recent communication from the Association as to the rate of monthly dues and the proper amount of initiation fee.

SECTION 4.

The written authorization referred to in this Article shall be irrevocable for the period of 1 years or until the termination date

of the applicable collective bargaining agreement between the Association and the employer, whichever is the shorter period.

SECTION 5.

The Association agrees that it will indemnify and save harmless the employer against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the employer at the request of the Association under this Article.

ARTICLE V

NO STRIKE CLAUSE

During the period of time this agreement, and notwithstanding any change in the existing law, the Association and the employees shall not engage in any slowdown, work stoppage, sick out, strike or similar type of concerted action activity. The sole method for resolving any dispute or disagreement concerning this Agreement or other elements of the employment relationship shall be covered by the grievance procedure contained in this agreement. In the event of an unauthorized slowdown, work stoppage, sick out, strike or other similar type of concerted action by the employees, the Association will use its best efforts to persuade the employees to return to work. The employer agrees that it will not lock out the Association, or employees during the term of this agreement. The employer agrees not to sub-contract the work done by the members of the bargaining unit, except when the case load demands additional nurses and the employer

is unable to hire the extra employees. The employer reserves the right to hire additional personnel when needed.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION 1. IN GENERAL

Any grievance or dispute which may arise between the parties or between the employer and an employee during the duration of this Agreement concerning the application or interpretation of the Agreement will be settled under the terms of this article. Alleged grievances must be filed or complained of within 10 working days of their occurrence or will be barred.

SECTION 2. DEFINITIONS

EMPLOYEE - Those nurses recognized in Article I and shall include a single employee or a group of employees.

IMMEDIATE SUPERVISOR - The person to whom the aggrieved employee is directly responsible under the table of organization prevailing in the nursing service, or the appointed designee.

REPRESENTATIVE - The Association and any employee authorized to act by the local unit.

SECTION 3.

STEP 1: Information Discussion: An employee who has a grievance will present the grievance within 10 working days of its occurrence

to the employee's most immediate superior or appointed designee. The employee and the immediate superior shall discuss and attempt to resolve the grievance.

SECTION 4.

STEP 2: If the grievance is not resolved by Step 1, it shall be reduced to writing, on appropriate forms, within 5 working days of the information discussion between the aggrieved employee and the immediate supervisor. The local unit will serve notice on either the supervisor or his or her designee. If no such notice is served it shall be deemed settled in a satisfactory manner and closed. Within 5 working days of the grievance notice, a meeting will be conducted by either the supervisor or his or her designee, with the grievant and the local representative for the purpose of resolving the dispute. A decision will be rendered in writing within 5 working days and served upon all concerned parties.

SECTION 5.

STEP 3: In the event that the grievance has not been resolved in Step 2, the employee through his or her local unit representative of the receipt of the decision, serve written notice on either the Health Officer or his or her designee. If no such notice is served, the grievance will be barred. Within 10 working days of receipt of such notice a conference will be called by either the Health Officer or his or her designee with the Supervisor of Nursing or designee, the grievant, the local unit representative and the Association representative. A decision will be rendered in writing within 5 work-

ing days to all concerned parties.

SECTION 6.

STEP 4: If no satisfactory settlement is reached between the Association and the employee under Step 3, then, within 10 working days after the local representative or the Association receives the Step 3 written decision, the Association, but not an individual employee, may notify the Township in writing of its desire to arbitrate. If no such notice is served within the 10 days of the receipt of the written decision arbitration will be barred. The arbitration shall be jointly agreed upon from a panel supplied by the Public Employment Relations Commission pursuant to its rules. An arbitration hearing shall be held as soon as possible after a decision has been rendered at Step 3. The decision of the arbitrator shall be final and binding on the parties concerned. The expenses for the arbitrator's services shall be shared equally by the parties concerned.

SECTION 7.

GENERAL PROVISIONS: The arbitrator shall rule only on the application and interpretation of the clause of the agreement involved. He shall have no power to add or to subtract from the agreement. The employer will give written notification to the local unit of grievance hearings or meetings at Step 2 for all employees in the bargaining unit. Grievants, not to exceed 3, and their unit representatives shall be allowed hearing time without loss of pay, providing the hearings occur during working hours when those involved are to have been on duty. To the extent necessary, Grievance Committee Members

(limited to the employee representing the grievant), must obtain written approval, which shall not be denied unreasonably, to investigate the alleged grievance during working hours without loss in pay. Such investigation is contingent on the following:

- 1) A grievance has been validly filed.
- 2) The investigation of the grievance does not exceed 2 hours.
- 3) The parties investigating are or have been released from their regular duties; and
- 4) The investigation does not interfere with patient care.

The employee and the Local Unit shall receive written notification of all proposed action by the Township of Nutley, as it may relate to disciplinary measures presented during the steps of the Grievance Procedure herein defined. No prejudice will attend any party in interest by reason of the utilization or participation in the Grievance Procedure. For the purpose of this article, working days shall be deemed exclusive of Saturdays, Sundays & Holidays. Limitations of time may be waived by mutual consent.

ARTICLE VII

PROBATIONARY PERIOD

All employees hired after the date of this agreement shall be probationary for a period of 90 days from the date of the commencement of work. During the period of probation, an employee shall have no rights under this agreement. Upon successful completion of the probationary period, an employee shall have seniority credit retro-

active to the commencement of work. Where expressly stated in the agreement, the employee shall have retroactive credit for the benefits set forth in this agreement.

ARTICLE VIII
HOURS OF WORK

SECTION 1.

THE WORK WEEK: The work week consists of 7 consecutive days starting on Sunday at 12:01 A.M. and ending on the following Saturday at midnight. The normal hours of work for a full-time nurse will be 40 hours consisting of 8 hours each day for 5 days Monday through Friday. The hours to be worked will be 8:30 a.m. to 4:30 p.m., or any 8 hour day approved by the Nursing Supervisor. The normal hours of work for a part-time nurse will be those hours of work as determined by the employer, which shall be less than the regular and normal work week.

SECTION 2.

THE WORK DAY: Nurses who work 8:30 a.m. to 4:30 p.m. will be entitled to a one-hour meal, which shall be unpaid. One thirty (30) minute paid rest period will be included in the work day: such rest period shall be taken before noon at the discretion of the nurse, subject to the approval of the Nursing Supervisor. The nurse may leave the premises for such rest period.

SECTION 3.

Full time employees will be paid regular annual salary of compensation based upon a 40 hour work week. Any time worked after 35 hours shall be paid at an overtime rate of straight time up to 40 hours. Any time worked after 40 hours shall be paid on an overtime rate of time and one-half. Part time employees will be paid at the overtime rate of straight time for any hours worked beyond their regular work week up to 40 hours. Any hours worked after 40 hours shall be paid at the rate of time and one half. None of the aforementioned provisions of the Section with respect to overtime compensation shall apply to the on-call hours of either full-time nurses or part-time nurses, who shall be paid for said on-call hours pursuant to the provisions of Article 16, Section 5, of this Agreement.

During the first two years of this Agreement, namely 1990 and 1991, nurses who volunteer for the Township sponsored "after-hours" clinics shall be paid pursuant the terms of this paragraph. Beginning on January 1, 1992 and for the third full year of this Agreement, the compensation shall be at the rate of \$20.00 per hour and same shall be paid in lieu of either straight time and time and one half, as the case may be.

SECTION 4.

Nurses wishing to work additional weekends may replace a nurse on the weekend rotation schedule who would prefer not to work. Such arrangement may be made by the nurses involved through the Nursing Supervisor. Such additional work will be offered on a equitable rotating basis to all bargaining unit nurses.

SECTION 5.

Nurses will telephone the Health Department between 1:00 p.m. and 1:30 p.m. to receive messages and new calls.

SECTION 6.

Nurses will report to the office at 3:30 p.m., each business day to complete records, make telephone calls, confer with their supervisor and transact other business.

SECTION 7.

If a nurse is mandated to work through a meal period or must work through her lunch period due to a client emergency, she will be granted compensatory time by approval of the supervisor and the nurse shall take the compensatory time within 48 hours or, as otherwise directed by the supervisor.

SECTION 8.

No written work will be mandated by the employer to be done at home.

ARTICLE IX

SAVINGS CLAUSE

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

ARTICLE I
EQUAL EMPLOYMENT

The employer and Association hereby agree to continue the practice of not discriminating against any employee for employment because of race, creed, color, national origin, age, sex, ancestry, religion, marital status or liability for services in the Armed Forces of the United States in compliance with all applicable Federal and State statutes, rules and regulations. No nurse covered by this Agreement shall perform any non-nursing function, or be asked to practice her profession other than described in the Nurse Practice Act of the State of New Jersey.

ARTICLE II
PART TIME EMPLOYEES

SECTION 1.

Part time nurses shall mean any Public Health Nurse or Graduate Nurse in Public Health, an employee whose regular hours of duty are less than the regular and normal work week for that class or agency.

SECTION 2.

Benefits for part-time personnel shall be prorated as outlined in this Agreement.

ARTICLE XII

NEWLY CREATED POSITIONS

Section 1.

All promotions, transfers and newly created positions shall be subjected to the pertinent Civil Service rules and regulations. Members of the bargaining unit shall be notified in writing by the Director of Public Affairs through the Nursing Supervisor of all newly created nursing positions prior to them being open for applications.

ARTICLE XIII

UNPAID BENEFITS, TIME NOT WORKED

Section 1.

Personal Leave Basis & Amount: Subject to Civil Service Laws, rules and regulations and local ordinances. A copy of current Civil Services regulations and local town ordinances shall be available in the office of the Health Offices. These regulations shall be made accessible to all bargaining unit members within sixty (60) days of signing of this agreement. A copy of said Civil Service Regulations shall be made available to each member of the Unit.

ARTICLE XIV

PROFESSIONAL PRACTITIONER STATUS

The employer recognizes that due to their unique education and experience, the employees covered by this Agreement have a unique contribution to make toward maintaining and improving professional nursing care in the Township of Nutley and that, therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in the decision making process within the Township.

SECTION 1.

Meetings shall be held between the Health Officer and the members of this bargaining unit starting 3 months after the signing of this Agreement and quarterly thereafter.

SECTION 2.

PURPOSE AND FUNCTION: These meetings shall be held allowing recommendations to be made with respect to the standards of nursing practice specific to the Public Health Nurses and Graduate Nurses in Public Health, and the methods to foster adherence to the standards of health care.

SECTION 3.

Two staff nurses shall rotate and serve on the Nursing Procedure Committee and shall serve for a term of one year. Rotation shall be one experienced and one inexperienced until any two staff nurses may rotate. Rotation shall be one year for the first experienced nurse and every two years thereafter. they shall meet the first Tuesday in June and December and more frequently, as may be required. Further, one staff nurse shall serve on the Utilization Review Committee,

which is also a subcommittee of the Professional Advisory Board.

ARTICLE XV

STAFF DEVELOPMENT

SECTION 1.

THE EVALUATION PROCESS: Each employee covered by this Agreement will be evaluated on an annual basis. The total evaluation process will be done by the Nursing Supervisor with each registered nurse. This process shall be confidential between the employee and the nursing supervisor in the Health Department. A copy of this evaluation will be provided to the Director of Public Affairs and the Health Officer.

SECTION 2.

THE PROGRAM: The employer shall continue its practice with regard to: (a) A planned orientation program under the responsibility and direction of the Nursing Supervisor; (b) An organized program of In-Service education on work time.

SECTION 3.

EDUCATION: In Service Education Period Registered Nurses will be given a minimum of 24 hours per year with pay for in-service education to update professional knowledge and skills and to introduce new technology and trends in accordance with current legislation with approval of the Director. Each nurse will provide written and oral reports of in-service programs. Registered Nurses are encouraged to promote their individual professional growth by reading current

nursing literature and journals, by participating in their professional organizations, and attending workshops and convention sessions when recognition points are granted, and short term educational programs are offered. The Registered Nurses shall plan for all continuing education through the supervisor and none shall be undertaken without first obtaining approval from said supervisor and or health officer. each registered nurse is responsible for submitting proper credentials to the NJ STATE NURSES ASSOCIATION in order to receive recognition points or continuing education units.

C. EDUCATION

- 1) Continuing education points--time be allotted. All nurses covered in this agreement shall have the right to attend necessary programs to obtain necessary points. This is to be covered if necessary during working hours.
- 2) Payment of expenses for attendance at meetings shall be paid upon receipt of voucher.

SECTION 4

The establishment of a reference library to include texts and periodicals deemed appropriate by the supervisor of NUTLEY PUBLIC HEALTH NURSES.

ARTICLE XVI

MONETARY BENEFITS

COMPENSATION FOR TIME WORKED

SECTION 1.

REGULAR COMPENSATION RATE: An employee's regular annual salary rate will apply to all normal hours of work in a weekly period. The regular hourly compensation rate will not include any weekend shift or holiday differential or other premium to which the employee is otherwise entitled.

SECTION 2.

PREMIUM COMPENSATION RATE: Full-Time employees will be paid regular annual salary of compensation based upon a 40 hour week. Any time worked after 35 hours shall be paid at an overtime rate of straight time up to 40 hours. Any time worked after 40 hours shall be paid on an overtime rate of time & one half. Part-time employees will be paid at the overtime rate of straight time for any hours worked beyond their regular work week up to 40 hours. Any hours worked after 40 hours shall be paid at the rate of time and one half.

SECTION 3.

The frequency of payment shall continue as heretofore.

SECTION 4.

ASSOCIATION RIGHTS DURING NEGOTIATIONS: Time for negotiations will be mutually agreed upon by the Association and the Employer. Members of the Association's Negotiating Committee who are on duty shall be considered on duty while attending negotiations and shall receive their customary rate of pay.

SECTION 5.

ON CALL HOURS: There shall be a weekday on-call, Monday through Friday, commencing at 4:30 p.m. and ending at 8:30 a.m. the follow-

ing day. There shall also be a weekend on-call, commencing 8:30 a.m. on Saturday and ending at 8:30 a.m. the following Monday. There shall also be a holiday on-call, commencing 8:30 a.m. of the holiday and ending 8:30 a.m. the following day. One nurse shall be assigned to each on-call period. On-call scheduling will be prepared by the Nursing Supervisor on a rotating basis. Nurses shall have the ability to switch assignments with the approval of the Nursing Supervisor. The same nurse shall not be assigned a weekday and weekend on-call consecutively without the consent of the nurse. The Nursing Supervisor will determine on a daily basis considering the caseload and patient needs, whether an on-call will be required. The Nursing Supervisor may cancel on-call assignment for one or more days. The nurse shall be paid \$25.00 for each weekday evening on-call for 1990 and 1991 and \$30.00 for 1992, the third year of this Agreement. The nurse shall receive seven hours of compensatory time for each Saturday on-call (commencing 8:30 a.m. Saturday and ending at 8:30 a.m. Sunday). The nurse shall be paid \$75.00 for each Sunday on-call, commencing 8:30 a.m. Sunday and ending at 8:30 a.m. the following Monday, for 1990 and 1991 and \$95.00 for 1992, the third year of this Agreement. The nurse shall be paid \$75.00 for each holiday on-call, commencing 8:30 a.m. on the holiday and ending 8:30 a.m. the following day, for 1990 and 1991 and \$95.00 for 1992, the third year of this Agreement. The on-call nurse will be required to use a beeper to receive messages or to call an answering service, if provided, for messages. The on-call nurse must be available to make a home visit to a patient. A nurse who is required to make a home visit during an

on-call period shall be paid \$20.00 per visit, regardless of the length of the visit or the time of day, for 1990 and 1991 and \$30.00 for 1992, the third year of this Agreement.

In the event that a nurse must make a home visit on an evening when an on-call nurse has not been assigned, then in addition to the payment for the on-call visit, the amount set forth herein as on-call compensation shall also be paid. However, thereafter and for the remainder of the evening, the nurse shall be considered on-call and shall attend to the duties and responsibilities as if so designated by the Nursing Supervisor.

Compensatory time provided for herein will be taken by the nurse within 30 days subject to the approval of the Nursing Supervisor. Such compensatory time not used within 30 days may be paid in money at the option of the employer, at the rate of \$75.00 per day for 1990 and 1991 and \$95.00 for 1992, the third year of this Agreement.

ARTICLE XVII

TERMINATION

SECTION 1.

RESIGNATION: An employee who is terminating by resignation will give the employer 4 weeks written notice, such notice to run from the date the letter arrives in the supervisor of nursing services' office or forfeit terminal benefits.

SECTION 2.

TERMINAL BENEFIT: Termination benefits in the event of retirement shall be presently set forth in C. 45 of the Code of the Township of Nutley, or as may be increased through subsequent amendment.

ARTICLE XVIII

HOLIDAYS AND PERSONAL DAYS

SECTION 1.

HOLIDAYS, AMOUNT: Regular full-time employees will be entitled to the following holidays as such are officially observed:

New Year's Day	Columbus Day
Martin Luther King's Birthday,	Election Day
Lincoln's Birthday,	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Christmas Eve (1/2 Day)
Labor Day	New Year's Eve (1/2 Day)

In addition to the above, the employees shall receive as a holiday any other holiday declared by resolution of the Township of Nutley. Subject to official holidays, Holidays which fall on Saturday will be celebrated on the preceding Friday. Holidays which fall on Sunday will be celebrated on the following Monday. Part-time employees will receive pro rate share of holidays providing they work a pro rata share of the holidays.

SECTION 2.

HOLIDAY ENTITLEMENT: Recognizing that the employer operates every day of the year, and that it is not possible for all employees to be off on the same day, the employer shall have the right, at its sole discretion, to require any employee to be on-call any of the holidays herein specified. The employer will, consistent with the needs of the patient population, distribute holidays off on an equitable basis within job classification after consultation with the employees as to preference. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive a day off at the regular compensation rate, at a future mutually convenient date. If a holiday falls during an employee's vacation, the vacation may be extended by 1 day, or, at the option of the employer, the employee may receive a substitute day off with the regular compensation rate at a mutually convenient date. In making such a determination, the employer shall take into consideration the employee's expressed preference as well as the needs of the patients.

SECTION 3.

Each permanent full-time employee shall be allowed three (3) personal leave days. Any employee seeking to utilize a personal leave day shall provide the employer with a minimum of two (2) working days' notice. Personal leave days should not be allowed during emergency periods.

ARTICLE XIX

VACATIONS

SECTION 1.

VACATIONS, AMOUNT: Employees on an annual salary basis shall be granted the following annual leave for vacation purposes with pay:

- A. Less than 1 year of service - 1 day for each month of service
- B. 1 year of service through 5 years of service - 12 days.
- C. 6 years of service through 15 years of service - 15 days.
- D. 16 years of service or more - 20 days.

A part-time employee shall receive a pro rate benefit under this Section. Any subsequent amendment of Section 45-1 of the Code of the Township of Nutley , entitled "Vacation Leave", increasing vacation time shall be deemed to similarly increase vacation time set forth in this Section.

SECTION 2.

VACATION PAY: An employee entitled to vacation under Section 1 of this article will be paid vacation at the employee's regular compensation rate prior to taking vacation, if so requested by the employee.

SECTION 3.

VACATION SCHEDULING: The available vacation period will be the entire year, subject to the needs as determined by the Supervisor of Nursing. An employee will, subject to the facility's operating requirements, have his or her choice of vacation time. However, it is

recognized that vacations must be scheduled by the supervisor in a manner designed to insure the effective and efficient operations of the Department of Public Affairs, including staffing needs.

SECTION 4.

VACATION ENTITLEMENT: Where in any calendar year the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only. In determining all vacation leave, the years of service of such employees prior and subsequent to the adoption of this ordinance shall be used.

ARTICLE XX

SICK LEAVE

Section 1.

Sick Leave Entitlement & Amount: Each full-time employee shall be entitled to be paid sick leave earned at the rate of (15) fifteen working days in each year. A part-time employee as defined shall receive a pro-rate benefit under this section.

Section 2.

Sick Leave Defined: Each employee shall receive sick leave because of illness, accident, exposure to a contagious disease, attendance upon a member of the employee's immediate family who is seriously ill, requiring care and attendance of such employee.

Section 3.

Notification: To be eligible for sick leave benefits, an employee who is absent due to illness or injury must notify the employee's supervisor or other designated individual as soon as possible, but at least one (1) hour before the start of his or her regularly scheduled work day, except in cases of proven inability to furnish such notice, and shall continue to give such notification on a daily basis unless another arrangement has been made. An employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if requested by the Health Officer or Director.

Section 4.

Employees who resign through the Public Employees Retirement System are subject to An Ordinance Granting Terminal Leave of Absence of the Town Ordinance #1734.

ARTICLE XXI

OTHER LEAVES

Section 1. Convention Leave:

- a. Paid Leave of Absence will be authorized for no more than two (2) members of the Nutley Public Health Nurses Unit at any one time, to attend a Nursing related convention, such as The ANA Convention, The N.J.S.N.A. Convention, and an official convention which may be sponsored by JNESO.
- b. The cost of the convention is to be paid by the employee desiring attendance unless other arrangements have been made. The Leave of

Absence is for the length of the convention only. A maximum of ten (10) days will be paid annually for the total convention leave.

Section 2.

Other: All other paid leaves shall be in accordance with Civil Service Regulations and Township Ordinances.

Section 3.

Convention Expenses: A maximum of six hundred dollars (\$600.00) shall be paid to defray yearly convention expenses.

ARTICLE XXII

SALARY

Effective January 1, 1990, the step system set forth herein shall be increased by six (6%) per cent. Effective January 1, 1991, the step system shall be increased by six (6%) percent. Effective January 1, 1992, the step system shall be increased by six (6%) percent. As a result of the foregoing, the step system shall be as follows:

	1990	1991	1992
Step 1	\$ 24,557.34	\$ 26,031.20	\$ 27,593.07
Step 2	\$ 26,228.90	\$ 27,802.63	\$ 29,470.78
Step 3	\$ 27,993.84	\$ 29,673.47	\$ 31,453.87
Step 4	\$ 29,673.47	\$ 31,453.87	\$ 33,341.10
Step 5	\$ 31,453.87	\$ 33,341.10	\$ 35,341.56

ARTICLE XXIII

HEALTH INSURANCE

Section 1.

Blue Cross and Major Medical:

a) Employees shall receive fully paid Blue Cross, and Rider "J", and Major Medical Insurance Coverage for themselves and their eligible dependent. This benefit shall be available for all employees covered by his Agreement, provided that they are regularly scheduled to work twenty (20) hours per week or more, and it shall become effective after three (3) months of employment. Payment for this benefit to be borne by the Employer.

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

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

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

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

SECTION 2.

Dental Plan: A dental plan will be provided for the employee at the expense of the employer.

ARTICLE XXIV

LONGEVITY PAY

Each permanent employee whose employment commenced prior to December 31, 1983, shall receive longevity pay starting with the 5th anniversary of employment. The longevity program shall provide for longevity pay in accordance with the Township Longevity Program, Ord. # 1887, set forth in S. 35-3 and 35-4 of the Code of the Township of Nutley. Notwithstanding in the foregoing, employees hired after December 31, 1983 shall not receive longevity pay.

ARTICLE XXV

COMMUNICATION

A monthly nursing report shall go directly to the Director of Public Affairs and Health Office, and a phone line shall be open to

the nursing office at all times.

ARTICLE XXVI

TRANSPORTATION

Adequate parking with designated areas reserved for each nurse. Town truck to deliver all supplies and pick-ups as related to loaning equipment. Each full time nurse will receive \$100.00 per month car allowance in 1990 and 1991 and \$125.00 per month in 1992, the third year of this Agreement. A part-time nurse will receive a pro rated amount. The Health Officer will attempt to obtain a vehicle expendable to another department for use by a nurse whose regular vehicle breaks down or otherwise becomes unavailable.

ARTICLE XXVII

PENSION & RETIREMENT

Employees shall receive pensions and retirement pursuant to the provisions of State Law and local ordinances from day of retirement. Longevity shall be included in annual salary for pension purposes provided by the pension system effective 1974. The existing policy of terminal leave upon retirement based upon accrued unused sick days shall be continued during the term of this agreement except that the employer shall at its option have the right to pay the amount of such pay in lieu of such leave in one lump sum on retirement.

ARTICLE XXVIII

WORKING OUT OF TITLE

An employee who is required by the employer to perform functions normally assigned one working in a title which is supervisory and which is outside the bargaining unit, or if in the bargaining unit, would receive a higher rate of pay, shall receive a differential increase of 15% of the employee's base pay for each hour the employee is required by the employer to perform said functions. In the event that said employee be entitled to overtime pay, holiday pay or shirt differential pay as defined in the agreement during the period of time that the employee is working out of title the employee shall receive additional pay for those hours which were worked out of title.

ARTICLE XXIX

UNIFORM ALLOWANCE

Each employee covered by this agreement shall receive a uniform allowance of up to \$350.00 per year for 1990 and 1991 and \$400.00 per year for 1992, the third year of this Agreement. This allowance shall be paid in full no later than June 1 of each year. It shall be the responsibility of each employee covered by this agreement to present proof of expenditure receipts. Receipts received should be for the previously worked calendar year. An employee who makes her own

uniform shall be allowed an amount equivalent to the price of a comparable ready-made uniform. Payment receipts for clothing and alterations for seasonal wear referred to in the nurses dress code Section of the agency personnel policy manual shall be acceptable for such allowance. Vouchers shall be prepared and submitted to the Township Treasurer by May 1st for payment.

ARTICLE XXX

MALPRACTICE INSURANCE AND REIMBURSEMENT

Each nurse covered by this agreement shall obtain and maintain malpractice insurance in the amount of \$1 million. The employer shall reimburse each nurse for the premium cost of such insurance upon receipt of a paid receipt for the premium and a copy of the policy. Premiums for coverage for a portion of a calendar year paid after September 1 of the preceding year shall be eligible for such reimbursement.

ARTICLE XXXI

BEREAVEMENT LEAVE

Three (3) days bereavement leave shall be granted in the event of the death of a member of an employee's immediate family, defined as: Mother, Father, Spouse, Children, Sister, Brother, Grandparents and Grandchildren and corresponding step-relatives. The director shall make the judgement concerning any additional immediate family

member. One (1) day bereavement leave shall be granted in the event of the death of other family members as an aunt, uncle, cousin, nephew, niece, and/or any other relative residing in the same household as the employee. The Township may require reasonable verification of the event.

ARTICLE XXXII

ENTIRE AGREEMENT

This agreement shall constitute the sole and entire agreement between the parties with respect to rates of pay, wages, hours and all other conditions of employment. It may not be amended, modified, waived, extended or otherwise revised except by agreement in writing duly executed by the parties.

ARTICLE XXXIII

EFFECTIVE DATES AND DURATION

The terms of this agreement shall be from Jan 1, 1990 to Dec. 31, 1992 at 11:59 PM, and it shall take effect upon executive by both parties. The Township of Nutley and the Association agree to jointly enter into further discussion relating to renewal of this agreement no later than 90 days immediately preceding the termination date of this agreement.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be signed by their proper corporate seal to be affixed on this the _____ day of December, 1990.

FOR THE UNION:

NUTLEY PROFESSIONAL PUBLIC HEALTH NURSES

FOR THE TOWNSHIP:

CARMEN A. ORECHIO, DIRECTOR OF PUBLIC AFFAIRS

Glenda Guipra RN

JERSEY NURSES ECONOMIC SECURITY ORGANIZATION

Carmen A. Orechio

WITNESSETH:
LUCILLE C. SIMONIAN, TOWNSHIP CLERK

Salv J. Israel RN

Lucille C. Simonian