

3-0123

PUBLIC HEALTH NURSES

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THIS DOES NOT
CIRCULATE

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AGREEMENT ENTERED into this 5th day of October 1978.

between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" or the "Employer" and the PUBLIC HEALTH NURSES ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE I
RECOGNITION

1. The City hereby recognizes the New Jersey State Nurses Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all permanent and temporary Public Health Nurses employed by the City who have completed ninety (90) calendar days probationary period, but excluding all other employees including the Director, Supervisors and other Clerical personnel.

2. Unless otherwise indicated, the terms "employee" or "employees" when used in this agreement, refers to all persons represented by the Association in the above-defined negotiating unit.

4/1/78 - 3/31/80

1978
Public Health Department and
City

1978

RUTGERS UNIVERSITY

ARTICLE II
CHECK OFF

Upon receipt of written authorization, the Employer shall deduct Association dues weekly, on a pro rata basis, and shall remit the moneys collected to the Association once each month, not later than the 15th of the month. The Association agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under this Article shall be subject to revocation at the termination of this Agreement by the employees who executed such assignments, upon giving written notice to that effect thirty (30) days prior to the expiration date of this Agreement. Such notice shall be given to the Association and the City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any moneys whatever under such assignments.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions and upon forwarding check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

If any provisions of this Article are invalid under Federal law, or the laws of the State of New Jersey, said provisions shall be modified to comply with the requirements of Federal or State laws or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE III
BAN ON STRIKES

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

1. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that they will not engage in, encourage, or sanction strikes, slowdowns, lockouts, mass absenteeisms or other similar action which would involve suspension of or interference with normal work performance.

2. The City shall have the right to discipline or discharge any employee participating in such activities as are prohibited in Paragraph 1 hereof.

ARTICLE IV
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Health Department, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be abridged in this Agreement, including, but not limited to selection and direction of the force; to hire; to suspend or discharge for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11:22-10.1 and N.J.A.C. 4:1-16.1 et seq., or for other legitimate reasons, not inconsistent with the terms and provisions of this Agreement; to decide on the number and locations of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise. It also retains the right to discontinue this service, at any time, for reasons of economy.

City-wide employee benefits granted during the life of this agreement will include employees covered by this contract.

Article V
Wages

Effective April 1, 1978, regular full-time employees covered by this agreement shall receive an across-the-board increase of \$300.00 as reflected in Appendix "A" hereto attached.

Effective April 1, 1979, regular full-time employees covered by this agreement shall receive an across-the-board increase of \$500.00 as reflected in Appendix "B" hereto attached. In addition, those covered employees eligible within the terms of the salary schedule shall receive one (1) increment as of January 1, 1979, however, no employee will be paid a salary rate above the maximum of the range for his title. In addition, those covered employees eligible within the terms of the salary schedule shall receive one (1) increment as of January 1, 1980, however, no employee will be paid a salary rate above the maximum of the range for his title.

Appendix "A"

Effective April 1, 1978

Range 1 PHN

<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>	<u>Steps</u>
\$10,125	\$11,425	\$325	4

Appendix "B"

Effective April 1, 1979

Range 1 PHN

<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>	<u>Steps</u>
\$10,625	\$11,925	\$325	4

ARTICLE VI
CLOTHING ALLOWANCE

All Public Health Nurses covered by this agreement, who are employed by the City as of April 1, 1978, will receive \$175.00 as allowance against expense for maintenance and upkeep of uniforms for the year 1978.

All Public Health Nurses covered by this agreement, who are employed by the City as of April 1, 1979, will receive \$185.00 as allowance against expense for maintenance and upkeep of uniforms for year 1979.

Said payment will be made on or about May 1, each year.

Employees shall be responsible for proper maintenance of all clothing purchased. Clothing shall not be used by employees except during the performance of assigned departmental duties.

ARTICLE VII
DISCIPLINE AND DISCHARGE

Suspension, discharge and demotion for disciplinary purposes shall be only for good and just cause and will be in accordance with the provisions of Article VIII herein and Rule 4:1-16.8 and 4:1-16.9 of the Civil Service Rules and shall be subject to the Grievance and Arbitration procedures as herein set forth.

ARTICLE VIII
GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any differences or dispute should arise between the City and the Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, a member of the bargaining unit who wishes to file a grievance over provisions contained in the contract shall first submit in writing the occurrence to be aggrieved to the unit's grievance chairperson, provided the grievance is filed in writing within ten calendar days of its occurrence or employee's knowledge thereof, whichever is later:

Step 1: Between the grievance chairperson and the employee's superior. If no satisfactory agreement is reached within three (3) working days, then

Step 2: between an official of the Association in conference with the Director or his designee; should no acceptable agreement be reached within an additional three (3) working days, then

Step 3: the matter may be referred to arbitration by the City or the Association only

Either party may notify the other in writing, by certified mail, not later than ten (10) calendar days after receipt of the written response of the Step 2 meeting of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) calendar days, the moving party may request the American Arbitration Association to designate the Arbitrator in accordance with AAA rules and regulations.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or to establish any wage rate. The decision shall be final and binding. The cost of arbitration shall be borne equally by both parties.

ARTICLE VIII
GRIEVANCE PROCEDURE AND ARBITRATION (continued)

Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties unless such other Agreement is related to present Agreement; (b) involves issues not covered by the terms and conditions of this Agreement; (c) would require an arbitration to rule on, consider or decide a modification of negotiated rates of pay; (d) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management to assign or re-assignment of work does not conflict with provisions of this Agreement; (e) pertains in any way to the administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees who have not satisfactorily completed the designated probationary period. Nothing contained herein, where arbitration is not obtainable, shall prevent or bar the Association or the City of Elizabeth or an aggrieved employee from seeking redress through litigation in the courts.

ARTICLE IX
SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire for the purpose of benefits and is defined to mean the accumulated length of continuous service as a Public Health Nurse with the City for the purpose of layoff, recall from layoff, filling of vacancies, assignments or re-assignments, and promotions. An employee's length of service shall not be reduced by time lost due to authorized leave with pay for a bona fide illness or injury certified by a physician or for an authorized leave without pay under limitation specified in Article XVIII. While on leave without pay, the employee does not accrue sick leave or vacation time.

Seniority may be lost and employment terminated if any of the following occur:

1. Discharge for just cause.
2. Resignation.
3. Absence for five (5) consecutive working days without leave or notice.
4. Absence for illness or injury or leave without pay for more than one (1) continuous year unless extended by the City.

It is understood and agreed that in all cases of layoff and recalls from layoff, seniority shall prevail.

ARTICLE X
LONGEVITY

1. All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows--if the employee's anniversary falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of	
9th year-----	2%
10th year of employment to completion of	
14th year-----	4%
15th year of employment to completion of	
19th year-----	6%
20th year of employment to completion of	
24th year-----	8%
25th year of employment and over-----	10%

ARTICLE XI
HOLIDAYS

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays and other holidays which may be granted from time to time to other City employees:

New Year's Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Friday after Thanksgiving
Washington's Birthday	Columbus Day	Christmas Day
Good Friday	Election Day	Dr. Martin Luther King's Birthday
Memorial Day	Veteran's Day	

2. Employees required to work on a holiday shall receive, at their option, time and one-half off or time and one-half the regular base rate of pay in addition to the straight time pay for the holiday.

3. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday. If the Holiday falls on Saturday, the previous Friday shall be considered the holiday.

4. If one of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

ARTICLE XII
OVERTIME

1. Employees, when required to work overtime, will receive the first ten (10) hours, during the weekly pay period, Monday through Sunday, in compensatory time on an hour for hour basis; all over forty (40) hours in the work week shall be paid at the rate of one and one-half times their base salary.

2. The employee's base hourly rate is the salary received before longevity has been applied.

3. The employees shall have the option to take payment in money for all over forty (40) hours or in compensatory time at the rate of one and one-half hours for each hour worked. Compensatory time shall be taken at a time when it does not interfere with the efficient operation of the department with the approval of the Director.

4. All overtime, except in emergencies, shall be voluntary and no employee shall be subject to discipline or discrimination for having refused to work overtime.

5. A seniority list shall be established and maintained for selection of those to work overtime. Overtime will be rotated amongst employees on the seniority list starting with those with the most seniority. If an employee refuses an assignment to work overtime or fails to report once assigned, unless excused by the Director, she shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

6. Three (3) days' notice shall be given to employees when they are to be assigned overtime for special programs scheduled for evenings, weekends or holidays, except emergencies.

7. In the event that there is insufficient manpower qualified and available for work, the Director shall have the authority to sub contract for outside assistance.

ARTICLE XIII
VACATIONS

1. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year - 1 working day per month
(1st 3 months-earned but cannot spend)

<u>BEGINNING</u>	<u>END</u>	
2nd year	5th year	13 working days
6th year	10th year	14 working days
11th year	15th year	17 working days
16th year	20th year	19 working days
21st year	25th year	22 working days
after 25 years		25 working days

2. Vacations shall normally begin following the regular "days off" of the employee.

3. When any vacation is not taken in the calendar year, when earned, because of the employee's option, the same can be taken in the following year. Such accumulated vacation days shall be taken on a date set with the consent of the department head, but may not be extended beyond the second year.

4. The vacation period shall be the calendar year from the first day of January to the 31st day of December. Vacations shall be scheduled by the Director, giving priority to employee choice according to seniority.

5. Any Public Health Nurse covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of death, her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

6. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days vacation for that anniversary year only.

ARTICLE XIV
FUNERAL LEAVE

Leave with pay, not exceeding three (3) days, shall be granted to any employee in the event of a death in his immediate family without penalty of sick leave or vacation time.

Immediate family for purposes of the above is defined as follows:

1. Mother and Father
2. Husband or Wife
3. Children
4. Brother or Sister
5. Mother-in-law and Father-in-law
6. Grandmother and Grandfather
7. Sister-in-law and Brother-in-law
8. Grandchildren of employee Or Spouse

This provisions also applies for any other relative who resides with the employee.

One (1) working day shall be allowed in the event of the death of an Aunt or Uncle.

Special cases will be referred to the Director for up to two (2) additional days for such funeral leave.

Sick leave with pay as provided for in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall neither be accumulated to nor deducted from his normal sick leave above. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XV
SICK LEAVE

All full-time employees are to receive sick leave on the basis of one working day per month during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

An employee shall not be reimbursed for accrued sick leave at the time of retirement or termination.

ARTICLE XVI
ANNUAL MEDICAL EXAMINATION

All Public Health Nurses covered by this agreement who are employed as of April 1, 1978 will receive Fifty Dollars (\$50.00) allowance against cost of Medical Examination for the year of 1978...said payment to be made on or about December 1, 1978 provided satisfactory proof of completed examination is furnished to the Office of the Director.

For 1979 and each succeeding year payment will be made on or about December 1st provided satisfactory proof of completed examination if furnished to the Office of the Director on or before November 1st.

Examination records to be forwarded to the Directress of Public Health Nursing Service for custodial maintenance with such individual or group records to be made available to the Director upon demand.

ARTICLE XVII
PERSONAL DAY

After one (1) year of service computed from the last date of hire, full-time employees may be granted one (1) Personal Leave Day during each year of this Contract for any of the following reasons:

- a. Religious observance
- b. Death of a blood relative not included in the Funeral leave section
- c. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this Agreement provided the employee states the specific reason for the request and such is approved in writing by the department head.

This day shall not be accumulative.

ARTICLE XVIII
MATERNITY LEAVE

Upon request, in writing to the appointing authority, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of accrued sick leave, otherwise the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically capable of continuing employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the employee's title and duties prior to the physician preparing the statement as referred to here in above.

Employees on maternity leave must return to work not more than sixty (60) days after birth or terminations of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the treating physician stating the need for an extended leave and indicating the length of such extension.

An employee returning to work from maternity leave must present to the Director a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on paid leave, but shall be retained during leave without pay.

ARTICLE XIX
MILITARY CLAUSE

1. Any permanent employee who enters the Armed Forces of the United States shall be granted a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years or the termination of any existing state of emergency, whichever is later. Upon the termination of such service, she will be re-employed at the rate of pay prevailing for work to which she is assigned at the time of her re-employment, provided, however, she has not been dishonorably discharged, her job or a similar one is being performed, she is physically and mentally able to perform such work, and she makes written application for reinstatement within ninety (90) days after discharge. The Director may require a medical and physical examination.

2. Any employee required to be absent from work because of National Guard training or service shall be paid in accordance with heretofore existing City practice for other City employees.

ARTICLE XX
LEAVE WITHOUT PAY

The appointing authority may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at any one time.

1. Such leaves of absence may be renewed for an additional period not to exceed six (6) months only by formal action of the appointing authority with the approval of the governing body. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by Commission regulations.

2. Request for such leave shall be in writing to the appointing authority not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

3. Such request for leaves will not be unreasonably denied.

ARTICLE XXI
ASSOCIATION BUSINESS

1. Meetings between representatives of the City and of the Association for negotiation of terms of the Agreement on the handling of grievances as prescribed herein should be scheduled on City time wherever practicable.

2. Leave of absence with pay to attend and serve as delegate to convention of the Association may be granted in writing for not less than two (2) nor more than three (3) employees, not to exceed four (4) days during a calendar year, contingent upon available manpower.

ARTICLE XXII
BULLETIN BOARDS

The Association shall be allowed partial use of the bulletin board located in the Nurses' room for the posting of notices relating to meetings and official business only.

No notice shall be posted until it has been submitted to the Director of Health, Welfare and Housing.

ARTICLE XXIII
RULES AND REGULATIONS

The City may establish and enforce reasonable, binding rules and regulations in connection with its operation and maintenance of discipline provided rules and regulations are first negotiated with the Association and provided, further, prior to the implementation, copies shall be furnished to the Association.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly execute the instructions and orders of the Director and supervisors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other supervisor is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VIII of this contract.

The failure of an employee to comply with such a rule or regulation may be the basis for disciplinary action subject to the right of the employee to treat such action as a grievance and subject to arbitration.

The City agrees that its officers and supervisors will not ask any employee or employees to engage in any activity which would violate accepted safety practices.

ARTICLE XXIV
WORK WEEK

The work week shall comprise two (2) schedules:

1. from 8:30 A.M. to 3:30 P.M.
2. from 9:00 A.M. to 4:00 P.M.

The Director shall arrange said schedules so as to provide for the efficient operation of the department.

ARTICLE XXV
ACTING SUPERVISORS

Acting Supervisors shall receive the minimum of the pay range of the Supervisor. However, the employee's longevity will be paid on the salary earned in her permanent title.

ARTICLE XXVI
REPORTING DAY OFF

When a Public Health Nurse calls in to report that she will not be available for that day, she must only report this to her immediate supervisor who in turn will notify all those concerned.

ARTICLE XXVII
INSURANCE

1. All employees covered by this agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulation of the State Health Benefits Commission established that Chapter 88, P.L. 1974 does:

(a) apply to all eligible present and future pensioners of the employer and their dependents.

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provision of Chapter 75, Public Laws of 1972.

(c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their

ARTICLE XVI (continued)
INSURANCE

spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription Drug Plan. The premiums will be paid by the City.

5. All other insurance benefits presently in effect shall be maintained through out the period of the contract.

ARTICLE XXVIII
NOTICES TO ASSOCIATION

Copies of all general orders and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within ten (10) working days of their promulgation.

ARTICLE XXIX
TRAVEL ALLOWANCE

Effective January 1, 1978, all employees covered by this agreement who are required to use privately-owned automobiles in the performance of their duties shall receive Sixty Dollars (\$60.00) per month for the use of said vehicle.

Effective April 1, 1979 all employees covered by this agreement who are required to use privately-owned automobiles in the performance of their duties shall receive Seventy-Five Dollars (\$75.00) for the use of said vehicle.

ARTICLE XXX
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superceded.

Neither this article nor this Contract shall be interpreted so as to cause any reduction in salaries or benefits which are presently in existence.

ARTICLE XXXI
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXXII
TERMINATION OF AGREEMENT

This Agreement shall be effective as of April 1, 1978 and shall remain in full force and effect through March 31, 1980 and shall be automatically renewed and extended from year to year thereafter without addition, change, or amendment unless either party serves notice in writing to the other party not less than sixty (60) days before the end of the term then in existence of its desire to terminate, change, amend or add to this Agreement.

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so, have executed this Agreement the 5TH day of October 1978.

CITY OF ELIZABETH

BY: Thomas G. Dunn

THOMAS G. DUNN, MAYOR

ATTEST:

John J. Dwyer
John J. Dwyer, City Clerk

NEW JERSEY STATE NURSES ASSOCIATION

BY: Virginia Treacy
PUBLIC HEALTH NURSES ASSOCIATION

Patricia A. Ross

Isabelle Wilson

Kathleen T. Chaballa

CITY OF ELIZABETH	
APPROVED	AS TO FORM
<u>WJ</u>	
PRESIDENT	DATE
TELETYPE	COMMITTEE
<u>WJ</u>	
DESCRIPTION	