

Contract no. 1334

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ORIGINAL

AGREEMENT

between

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY

and

ASSOCIATION OF NURSES IN PUBLIC HEALTH

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JANUARY 1, 1988 through DECEMBER 31, 1990

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PREAMBLE

This Agreement is made and entered into this 19<sup>th</sup> day of *April*, 1989, by and between the CITY OF JERSEY CITY (hereinafter known and designated as the "City") and the members of the ASSOCIATION OF NURSES IN PUBLIC HEALTH (hereinafter known and designated as "ANPH").

The within Agreement is made to effectuate the policy of the New Jersey Employee-Employer Relations Act, R.S. 34:13A-1, et seq., and to formalize agreements reached through negotiations conducted in good faith between the City and the ANPH with respect to terms and conditions of employment.

Whereas, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the ANPH to the end that continuous and efficient service will be rendered, this Agreement is created.

Now, therefore, it is agreed as follows:

ARTICLE I  
ANPH RECOGNITION

The City hereby recognizes the ANPH as the sole and exclusive collective negotiations agent for all temporary and permanent employees who hold the title of Licensed Practical Nurse, Graduate Nurse-Public Health, and Public Health Nurse.

ARTICLE II  
GRIEVANCE PROCEDURE

A. Purpose. The purpose of the grievance procedure shall be to settle all grievances between the City and the ANPH as quickly as possible so as to insure efficiency and promote employees' morale.

B. Definition. A grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, administrative decisions, or municipal policies dealing with terms and conditions of employment.

C. Steps of the Grievance Procedure. A grievance shall be processed as follows:

Step One:

a. An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence of the grievance by discussing the matter with her immediate supervisor and ANPH representative. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the grievance.

b. The immediate supervisor shall render an answer within three (3) working days to the ANPH.

Step Two:

a. If the grievance is not settled through Step

One, the same shall be reduced to writing by the ANPH and submitted to the Director of Nurses or her designee.

b. The Director of Nurses or her designee shall answer such grievance in writing with a copy to the ANPH within five (5) working days of its submission.

Step Three:

a. If the grievance is not settled through Steps One and Two, then the ANPH shall have the right to submit such grievance to the Director of Human Resources or his designee.

b. A written answer to said grievance shall be served upon the individual and the ANPH within seven (7) working days after submission.

Step Four:

a. If the grievance is not settled through Steps One, Two and Three, the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

b. If the aggrieved does not elect to pursue her grievance under the provisions of the Civil Service Act, and only if the grievance alleges a violation of the terms and conditions of the Agreement, then the ANPH shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute. The decision of the arbitrator shall be final and binding upon both parties. The cost of the arbitration

shall be borne equally by the City and the ANPH.

D. Miscellaneous Provisions.

1. The ANPH President, or his authorized representative, may report an impending grievance to the Director of Human Resources in an effort to forestall its occurrence.

2. Nothing herein shall prevent any employee from processing her own grievance, provided the Grievance Committee may be present as an observer at any hearing on the individual's grievance.

3. Since adequate grievance procedures are provided in this Agreement, the ANPH agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension of work or which would disturb or interfere with the orderly operation of the Department of Human Resources.



ARTICLE III

NOTIFICATION

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the ANPH before they are established, except as limited by the Management's Rights Article of this Agreement.

ARTICLE IV

SENIORITY

A. Definition.

1. Seniority within the field section shall be measured in accordance with length of service within the field section by title.

2. Seniority within the school nursing service shall be measured in terms of total length within the school nursing service, without regard to title.

B. 1. Seniority shall prevail in connection with requests for leaves of absence and supervisory relief work subject to licensure requirements.

2. Permanently appointed nurses have preference over temporary appointees in connection with the above.

C. Intrasectional Transfers.

1. Within the field service, management shall have the right to appoint a nurse with the least fieldwide seniority from any of the other districts when a vacancy occurs. This system shall consist of one seniority list from each title with the nurses ranked in their order of seniority. The least senior nurses (in each title) within each district shall be transferable. Any nurse transferred shall retain her fieldwide seniority, which shall thereafter be measured against the fieldwide seniority of others within her new district.

2. Within the school nursing service, a single seniority list shall be established, and in the event of a vacancy, school nurses may bid for the vacancy in order of seniority. In the event there are insufficient nurses to cover school assignments, involuntary procedures (as set forth below) shall be invoked.

D. Intersectional Transfers.

1. Moving from Field to School Nursing Service.

a. In the event an opening exists within the school nursing service, field nurses may bid for the job. These openings shall be posted as per Sections B and D of Article IX of this Agreement. The most senior volunteer shall be appointed regardless of title.

b. In the event no voluntary transfer is possible, the City shall transfer a nurse with the least seniority on any of the three seniority lists maintained in the field service.

2. Transfers from the School Staff to the Field.

a. In transfers from the school nursing staff to the field staff, the least senior staff nurse shall be transferred.

b. Seniority After Intersectional Transfer.

(1) A nurse transferring from one section to another does not carry her previous seniority with her from her old section, except as set forth below.

(2) A nurse who voluntarily transfers,

thereby becoming the least senior individual within her new section, and is involuntarily transferred back to her old section, regains the amount of seniority she had when she voluntarily transferred out, but receives no seniority credit for the time in the intervening section to which she had voluntarily moved.

ARTICLE V  
HOME VISITS

A. Public Health Nurses are not to be expected to make home visits where the safety or welfare of the nurse is threatened.

B. Public Health Nurses' home visits will be restricted to necessary calls during days with inclement weather, storms, excessive heat or during civilian disturbances which might jeopardize the health and wellbeing of the nurse.

C. The City shall supply necessary transportation and assistance to those nurses making emergency calls during days of severe inclement weather.

D. Transportation Expense Reimbursement.

1. All full-time employees who use their own vehicles will be compensated at the rate of one hundred twenty (\$120.00) dollars per month, providing they comply with the following:

a. That the employees have written authorization from their department directors;

b. That they actually use their own vehicles at least fifteen (15) days in connection with City business during any calendar month in which they have their director's authorization. For the purpose of this Article, an employee shall be considered to have used his vehicle on

any day on which he makes one trip on City business.

c. Employees authorized by their directors to use their vehicles occasionally (from time to time) will be reimbursed the sum of six (\$6.00) dollars for each day of use, regardless of the time the vehicle is used during any one day.

2. Reimbursement will only be made on a monthly basis, provided that signed vouchers by their directors accompany their request. No payment to exceed one hundred twenty (\$120.00) dollars per month.

3. If any employee is absent from work for a total greater than five (5) days per month, each day thereafter six (\$6.00) dollars will be deducted from his/her monthly payment.

4. Part-time employees shall receive a pro-rated amount of reimbursement.

ARTICLE VI  
WORK HOURS AND OVERTIME

A. The work week shall consist of five (5) days, beginning on Monday, for employees within the bargaining unit.

B. School nurses shall work the hours that their school is in session. Field staff nurses shall work in accordance with their current hourly schedule, e.g., 8:30-3:30, 9:00-4:00. The above schedules will be adhered to, except in special situations requested by individual nurses to alter the working schedule for the convenience of the nurse, provided the best interest of both the nurse and the Department of Human Resources is served.

C. The City shall have the right to institute a new shift in the event its needs so require for a hospice program. The City will provide thirty (30) days notice of such change and will negotiate upon demand regarding such change, but the right to implement the new shift will remain with the City.

D. Full-time employees who work in excess of their regularly scheduled work week shall receive overtime compensation at the rate of time and one-half for such hours worked. For overtime work done on a sixth consecutive day, the rate shall be time and one-half, and on a seventh consecutive day, double time. All work performed on a holiday shall be compensated at triple time.

E. Employees who are recalled for emergency work during a time period not contiguous to their regularly scheduled shift shall receive a four (4) hour minimum at the rate of time and one-half. The employer shall have the right to retain the employee for the four (4) hours.

F. Overtime work shall first be offered to regularly employed nurses in the section in which the overtime arises.

G. Overtime work shall be distributed equally within title whenever practicable. Records shall be kept by the Nursing Service Section and may be reviewed by the ANPH at reasonable times.

H. Overtime work, except in emergencies, shall be voluntary, and there shall be no discrimination against any employee who refuses to work overtime.

I. Overtime work shall be restricted to definite, necessary cases requiring treatment on those specific days, weekends and holidays.

J. For the purposes of computing overtime, the following formula shall pertain:

0-15 minutes	-	No overtime payment
15-30 minutes	-	1/2 hour at overtime rate
30 minutes or more	-	1 hour at overtime rate

The above formula shall pertain for the first hour only. All work in excess of the first hour shall be paid at the overtime rate for actual time worked.

K. Overtime rates shall be computed based upon the



regularly scheduled work week of the employee.

L. All employees shall be granted a lunch period of one (1) hour during each working shift. The meal period for employees in the School Nursing Service shall be consistent with school policy.

M. Emergency shall mean a situation that neither the employer nor the employee has control over, i.e., an Act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

N. Any nurse required to attend an in-service program or course outside of her normal work hours shall be compensated at the applicable overtime rate.

O. The City has the right to assign weekend work consistent with past practice (a rotational list with supervisors eligible to work in the event of an emergency).

ARTICLE VII

DUES CHECK-OFF REPRESENTATION FEE

A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit once a month upon receipt of signed Union cards, the same to be deemed authorization to deduct dues, and shall remit the dues deducted to the Treasurer of the Union monthly. Any written designation to terminate authorization for check-off must be received in writing by the City and the ANPH, and the filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. The ANPH is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation. Nurses who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deduction previous to their leave.

B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15th) day of each month following the pay period in which the deductions were made.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union

shall furnish to the City a copy of the resolution adopted by the Executive Board for the said increase in dues prior to the effective date of any such change.

D. The Union will provide a copy of the membership card for each of its members, and the same will be accepted as "check-off" authorization, the paid cards to be signed by each member. The said cards are to be delivered to the Payroll Supervisor. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union prior to January 1 and July 1 of each year a list of any employees requesting the termination of dues check-off.

F. Representation Fee.

1. Purpose of Fee. If any eligible member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee.

a. Notification. Prior to the beginning of

each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

b. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at eighty-five (85%) percent of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Termination of Employment. If an employee who is required to pay a representation fee terminates his/her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership dues to the Union will as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. Changes. The Union will notify the City in writing of changes in the amount of representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the City received said notice.

6. New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of paragraph E above.

G. Indemnification. The Union, in exchange for implementation of said Agency Shop, hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

ARTICLE VIII  
TEMPORARY STATUS

A. The ANPH and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees.

B. To alleviate this inequity, the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this Agreement to the shortest possible amount of time.

ARTICLE IX

NEWLY CREATED POSITIONS

A. If, in the opinion of the City, an open position demands additional qualifications than those set by Civil Service, the City agrees to submit to the ANPH the additional criteria for comment prior to submitting the same to the Department of Civil Service for approval.

B. 1. In the event that there exists a new opening or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted on the bulletin boards in district offices and sufficient copies given to the ANPH President precisely what the new position is and in every event the qualifications necessary to fill such a position.

2. The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply. The City may consider seniority among other factors in making its decision.

C. Positions shall be posted three (3) weeks prior to recruitment.

ARTICLE X

TEMPORARY ASSIGNMENTS

Temporary reassignments within sections may be done in emergency cases only. In any event, no nurse shall be temporarily assigned to a new work station for more than one (1) week in any two (2) pay periods, unless coverage is required.



ARTICLE XI  
PENSION AND RETIREMENT

A. Employees shall receive pensions and retirement pursuant to the provisions of State law and local ordinances.

B. Terminal Leave.

1. a. Nurses employed prior to January 1, 1982 who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed the retiring nurse.

b. Compensation for accrued vacation and terminal leave time shall be paid to the employee at the time of retirement unless the employee elects to utilize all accrued terminal leave immediately preceding his retirement.

2. Members of the bargaining unit hired after January 1, 1982 who retire shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, unused sick time and unused personal time.

a. For employees hired after January 1, 1982, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave.

b. In the event an employee suffers a bona fide long term illness, he may apply to a review committee

to restore the sick leave used thereby, if the illness takes place within the five (5) years immediately prior to retirement. The committee shall consist of one (1) representative of the Union and one (1) representative of the City. If the committee members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and his decision shall be binding.

3. In the event of the death of an employee eligible for terminal leave, the estate of that employee shall receive the cash value of accrued unused vacation time and terminal leave time on a pro-rated basis.

ARTICLE XII

INSURANCE, HEALTH AND WELFARE

A. 1. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time and increase the benefits of same as hereinafter set forth. For all benefits in this Article, the eligibility date for all new employees shall be the same as per Blue Cross/Blue Shield, which are in accordance with the State Health Benefits Plan.

2. For all benefits where the City pays money directly to the Union, employees must be on the payroll during the first pay period of each month for the Union to receive payment.

3. The City shall make payment to the Union on a monthly basis.

B. The City shall provide life insurance in the amount of ten thousand (\$10,000.00) dollars, and accidental death and dismemberment insurance in the amount of ten thousand (\$10,000.00) dollars for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to five thousand (\$5,000.00) dollars.

C. Hospitalization: Employees shall receive fully paid Blue Cross/Blue Shield, with Rider J and Major Medical, to cover themselves and their dependents. In addition, said coverage, except for Rider J, shall be provided to all

employees retiring in accordance with State Statute covering same.

D. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.

E. The City will provide a family prescription plan. The maximum any employee will have to pay is two (\$2.00) dollars per prescription.

F. The City will provide an optical plan to employees and their families at a cost not to exceed fifty (\$50.00) dollars per annum.

G. The City shall have the right to change insurance carriers so long as substantially similar benefits are provided.

H. The City will continue to provide dental insurance to employees and their families as is currently in effect.

ARTICLE XIII  
UNION PRIVILEGES

A maximum of four (4) nurses selected by the ANPH shall be permitted to attend seminars, workshops, conventions, etc., for a period of time not to exceed three (3) days each, with straight time pay, only if absent during normal scheduled working time. The total amount of days for the combined number of nurses shall not exceed twelve (12) for the year.

ARTICLE XIV  
BULLETIN BOARDS

A. The City shall permit the installation of bulletin boards at the expense of the ANPH, but the Director of Nursing shall determine the exact locations, sizes and number of the boards to be installed.

B. Representatives of the ANPH shall have the right to post on the ANPH bulletin board material dealing with the proper and legitimate business of the ANPH at any time.

ARTICLE XI

WAGES

A. Wage rates for all employees within the bargaining unit shall be as set forth in the Wage Schedule attached hereto.

B. Any employee who surpasses maximum as a result of the increases shall have their labor grades increased to encompass the raise.

C. If an employee is on extended leave, his/her check may be mailed upon written authorization from the employee.

D. Any error in an employee's paycheck of one day's pay or more shall be corrected by a supplemental check within eight (8) days.

E. 1. In addition to base salaries as set forth in the attached schedule, all qualified nurses shall receive a degree differential for B.S. or B.A. in the amount of Five (\$500.00) Hundred Dollars.

2. All members of this unit who have Masters Degrees shall have a pay differential of Five (\$500.00) Hundred Dollars.

F. In addition to base salaries as set forth in the attached schedule, all nurses assigned to Field Duty shall receive a Field Staff Bonus as per the following schedule:

<u>Years of Service</u>	<u>Amount</u>
0 thru 5th year	\$ 500.00
6th thru 9th year	\$1000.00
10th thru 12th year	\$1200.00
13th and over	\$1400.00

G. Placement and adjustment on the salary guide shall be made by the first pay period following an employee's anniversary date of employment by the City.

H. Field staff bonus shall be included as part of base salary for pension purposes, but not as part of base salary for any other purpose.



ANPH SALARIES

<u>Yrs of Svce</u>	1988		1989		1990	
	<u>Jan</u>	<u>July</u>	<u>Jan</u>	<u>July</u>	<u>Jan</u>	<u>July</u>
0-2	25,700	26,200	27,100	28,000	28,950	29,800
3-5	26,800	27,300	28,200	29,100	30,050	30,900
6-9	27,375	27,875	28,775	29,675	30,685	31,475
10-12	28,200	28,700	29,600	30,500	31,450	32,300
13-15	28,900	29,400	30,300	31,200	32,150	33,000
16+	29,600	30,100	31,000	31,900	32,850	33,700

ARTICLE XVI

LONGEVITY AND UNIFORM ALLOWANCE

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

After 5 years of service	-	\$ 200.00
After 10 " " "	-	400.00
After 15 " " "	-	600.00
After 20 " " "	-	800.00
After 25 " " "	-	1,000.00
After 30 " " "	-	1,200.00

C. Uniform allowance will be as follows:

Uniform allowance - Field	-	\$500.00
Nurses assigned to schools	-	250.00

ARTICLE XVII

TUITION REIMBURSEMENT

A. The ANPH agrees to designate two (2) people, and the City agrees to designate two (2) people, who shall continue a Tuition Reimbursement Committee, which committee shall be charged with the responsibility of establishing equitable criteria for the administration of the program. Criteria previously developed by the committee and currently in effect shall remain in full force and effect until such time as altered by negotiation.

B. Any nurse required to attend an in-service program or course outside of her normal work hours shall be compensated at the applicable overtime rate.

ARTICLE XVIII

HOLIDAYS

A. The following fourteen (14) days shall be recognized as paid holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election (November) Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas

B. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday.

C. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

ARTICLE XIX

VACATION

A. All nurses shall receive vacation allowance in accordance with the following schedule:

Up to the end of the 1st calendar year of service	-	1 1/2 working days for each month
Next full calendar year of service	-	15 working days
2nd thru 4th full calendar year of service	-	20 working days
5th thru 14th full calendar year of service	-	25 working days
15th calendar year and over	-	30 working days

B. Vacation time not granted by the appointing authority shall accumulate for the next succeeding year only.

C. Nurses who are laid off or retire shall use all accumulated days prior to the effective date of layoff or retirement.

D. All nurses, if they so desire, shall be entitled to ten (10) working days during the summer period (June 15 through September 15).

E. Vacations shall be pro-rated in the retirement year with a minimum of ten (10) working days entitlement. If the nurse retires after July 1, she shall receive her full vacation allowance for that year.

F. Seniority within title in each district shall prevail in setting vacation schedule so long as agency needs are met.

G. Notwithstanding paragraph A above, temporary employees shall accrue one (1) working day of vacation for each month of service during their first six (6) months of service with the City. Thereafter, the regular schedule set forth in paragraph A shall apply.

ARTICLE XX

SICK LEAVE

A. 1. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or other reasons as designated in the New Jersey Administrative Code.

B. Amount of Sick Leave.

1. All employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.

2. Any amount of sick leave not used in any calendar year shall accumulate to a permanent employee's credit from year to year to be used if and when needed for such purposes as set forth above.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle her to sick leave, her supervisor or foreman shall be notified within thirty (30) minutes after starting time.

2. Failure to notify the employee's supervisor or foreman may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave.

1. An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above provision, where abuse is suspected. Abuse of sick leave may be cause for disciplinary action under the guidelines herein set forth.

3. In the case of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required.

4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City. Such examination shall establish whether the employee is capable of performing his/her normal duties and that the employee's return to duty will not jeopardize the health of other employees. No such examination shall be required until an employee has taken ten (10) successive days during the course of the year.



ARTICLE XXI

LEAVE OF ABSENCE

A. The City may grant the privilege of a leave of absence for good cause without pay to a permanent employee for a period not to exceed six (6) months at any one time, provided that the employee has been employed by the City on a continuous basis for six (6) months.

B. Such leaves of absence may be renewed for an additional period, not to exceed six (6) months, only by formal recommendation of the Division Head and approval of the appointing authority.

ARTICLE XXII

BEREAVEMENT LEAVE

A. In the event of a death in the eligible employee's immediate family, she shall be entitled to time off with pay from the day of death up to and including the day after the funeral, but in no event to exceed five (5) working days.

B. Immediate family, for purposes of this Article, shall be defined as follows: husband, wife, mother, father, son, daughter, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, or any other relative residing in the employee's household.

C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself/herself or his/her spouse.

D. Payment shall only be made for such of the five (5) days as falls upon a regularly scheduled working day.

E. Reasonable verification of the event shall be required.

ARTICLE XXIII

MANAGEMENT'S RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

ARTICLE XXIV

ANPH RIGHTS

A. Authorized representatives of the ANPH, not to exceed three (3), shall be permitted to visit schools, Child Health Clinics, and Visiting Nurse Stations, and the Supervisor's and Director of Public Health Nurses offices during their lunch periods or other free time, for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Supervisor or substitute. The ANPH representative shall not impede working area operations.

B. Members of the ANPH shall have the right, within the confines of reasonableness, to discuss ANPH business with another member during the work day.

C. The ANPH shall be notified by Department officials of all new health programs being instituted in the community and the Department of Health. The employee will negotiate any severable issues regarding terms and conditions of employment upon demand.

D. The President and or designee of the ANPH shall receive such time off from her assigned duties as is necessary to attend to legitimate Union business. The Union President shall first report to his/her Division or Department Director.

ARTICLE XXV  
DISCIPLINARY ACTION

A. Disciplinary action shall be taken in accordance with Civil Service Law and Rules.

B. If the employer feels there is a just cause to transfer or discharge a nurse for disciplinary reasons, the nurse and the ANPH will be notified in writing as to the cause.

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

ARTICLE XXVI

PROFESSIONAL ADMINISTRATIVE LEAVE

A. All nurses in the bargaining unit shall receive three (3) days administrative leave with pay (personal days), which shall not be cumulative from year to year.

B. No employee shall be entitled to accumulate or utilize these days until they have completed six (6) months of service with the City.

ARTICLE XXVII

SAFETY AND HEALTH

A. The employer shall at all times maintain safe and healthful working conditions.

B. Employees who become ill while on duty shall be permitted to utilize the services of the City physicians who are on City duty.

C. It is agreed that the nurse at her own discretion shall determine when to or when not to use public transportation in traveling between house calls and when to or when not to climb stairs in any given situation.

D. Clerical areas of district offices and clinics shall be supplied with air conditioners, bottled water, and where necessary, additional phones.

E. The employer agrees to cooperate with employees in providing police or other security escort, when the conditions warrant, to maintain the health and safety of the employee.

ARTICLE XXVIII

STORAGE OF NURSE'S POSSESSIONS

The employer shall make every effort to see that a nurse is supplied with a locker to store her possessions during her tour of duty. The City will provide hasps for a drawer on each nurse's desk.



ARTICLE XXIX  
POLICY RECOMMENDATIONS

A. 1. A Professional Practitioners' Council will be established upon the execution of the Agreement between the parties. Membership will be limited to the members of this bargaining unit.

2. The function of the Council will be to recommend standards of nursing and to review policies, procedures, legislation and new trends which affect the practice of nursing.

3. The Council shall meet quarterly during the year, and the meetings shall be limited to two (2) hours.

4. Recommendations from the Council will be forwarded in writing to the Director of Human Resources and to the Director of Nursing. The Director of Nursing will respond to the Council within twenty (20) days.

5. Joint meetings between the Director of Nursing and the Council members will be held twice annually.

B. The parties hereby agree to jointly explore and cooperate in a recruitment program in order to meet the manpower needs of the City for nurses.

ARTICLE XXX

OUT-OF-TITLE & TEMPORARY APPOINTMENTS

A. Temporary Appointments. If an employee is assigned to fill an open position in an acting capacity pending a Civil Service examination, said employee shall serve a probationary period of thirty (30) days. At the conclusion of the thirty (30) day period, the employee shall receive either an increase of five (5%) percent of the minimum of the title to which he is being assigned, or the minimum pay of the title to which he is being assigned, whichever is greater. The City shall call for an examination within the thirty (30) day period. In the event the employee is returned to his previous title, he shall revert to the original salary.

B. Out-of-Title Work. Where an employee is assigned to perform the duties of a higher classified position for a period of short duration, that employee shall be considered in an "out-of-title" capacity, and shall receive an additional five (\$5.00) dollars for each full day of such out-of-title service.

ARTICLE XXXI

SCHOOL HEALTH PROGRAM

A. In the event changes are required to administer the School Health Program, the ANPH shall be advised during the first week in June of each school year as to what the contemplated changes are.

B. The City will negotiate over any severable issues regarding terms and conditions of employment upon demand.

ARTICLE XXXII

SCHEDULING

A. Public Health Nurses assigned to schools shall work one-half (1/2) day in the morning during the months of July and August in clinic areas whenever practicable. Such nurses shall be paid at the rate of one-half (1/2) their normal daily pay during these months that they report for the assigned duties. No employee is hereby guaranteed a summer assignment, however.

B. Public Health Nurses assigned to schools are to take vacation during the period her school is closed for summer or vacation sessions. All other days during the school year that the school is closed, the nurse shall perform functions relating to the student health program or such other work assigned.

ARTICLE XXXIII

SEPARABILITY AND SAVINGS

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

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

ARTICLE XXXIV

CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provisions of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing to reopen negotiations. Any modification resulting from negotiations shall be reduced to writing and made a part of this Agreement.

ARTICLE XXXV  
NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union or any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report to duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the employer). The Union agrees that any such action would constitute a material Breach of this Agreement.

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operation of the employer.

C. Nothing contained in this Agreement shall be construed to limit or restrict the City or the Union in their right to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

ARTICLE XXXVI

NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of, the Union.



ARTICLE XXXVII  
PART-TIME EMPLOYEES

A. Part-time employment is defined as less than thirty-five (35) hours per week.

B. Part-time employees working less than twenty (20) hours per week shall receive a pro-rata share of time off (e.g., vacation, holidays, sick leave, personal days, bereavement leave) and a pro-rata share of the wage increases herein provided, but no other benefits except as specifically provided.

C. Part-time employees working twenty (20) and over hours per week shall, in addition to receiving a pro-rata share of time off and wage increases, also be entitled to participation in the health benefits program contained in this Agreement.

D. Part-time employees shall receive overtime compensation only if the total hours worked shall exceed thirty-five (35) hours per week. Time worked between the normal part-time schedule and forty (40) hours shall be paid at straight time regardless of the day of the week. Work performed in excess of forty (40) hours shall be paid at the rate of time and one-half regardless of the day of the week.

E. 1. For employees scheduled to work a set number of hours for five (5) days per week, "pro-rata" shall be defined as meaning that they receive the same number of days off as provided for full-time employees, but only for the

length of their scheduled day.

2. For employees scheduled to work full days, but less than five (5) days per week, "pro-rata" shall mean the ratio of the total number of days that they work to five (5) days, which is the full-time schedule for calculation of all time off except holidays. Holidays will be provided to these employees only if the holiday falls on their scheduled work day.

3. For employees scheduled to work less than five (5) days at a set number of hours per day, "pro-rata" shall mean the total number of days that they work to five (5) days, at the number of hours on their particular schedule, for calculation of all time off except holidays. Holidays will be provided to these employees only if the holiday falls on their scheduled work day.

4. For employees who work ten (10) months, the entitlement to vacation, sick leave and personal leave shall be 10/12 of that set forth in paragraphs 1, 2 and 3 above. Vacations for school nurses shall be taken only during periods of time when schools are closed.

ARTICLE XXXVIII

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

ARTICLE XXXIX

ON-CALL DUTY

The City will have the right to implement the 24 hour beeper status operation based on an hourly rate for such work of \$1.75. Procedural details, including the opportunity for voluntary scheduling, security, pay for work performed while on "on-call" duty, and supervision, will be worked out subsequent to this date.

ARTICLE XXXX

TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 1988 and shall remain in effect to and including December 31, 1990 without any reopening date.

B. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first set forth hereinabove.

ASSOCIATION OF NURSES  
IN PUBLIC HEALTH

CITY OF JERSEY CITY

BY: Maria Lucia  
PRES. ANPH

BY: Anthony R. Cucci  
ANTHONY R. CUCCI, MAYOR

BY: Elizabeth Wood

BY: Louis D'Appalito  
April 19, 1989

Patricia Poterfi  
Deputy City Clerk