

4-0407  
07-14

A G R E E M E N T

**BETWEEN:**

THE NEWARK BOARD OF EDUCATION IN THE COUNTY OF ESSEX

a n d

PUBLIC SCHOOL NURSES

(REPRESENTED BY THE NEWARK TEACHERS ASSOCIATION)

July 1, 1973 - June 30, 1976

A G R E E M E N T

This Agreement made this                      day of                      , between the Board of Education of Newark, Essex County, New Jersey, public employer (hereinafter referred to as the Board) and the Newark Public School Nurses' a local unit of the Newark Teachers Association, public employee representative (hereinafter referred to as the Association).

W I T N E S S E T H

WHEREAS, the Board has formally recognized the Association as the exclusive representative for purposes of collective negotiations with respect to wages, hours, terms of employment and other conditions of employment for all of the Registered Professional Nurses employed by the Board, in the position of School Nurse.

NOW, THEREFORE, the Board and the Association agree. as follows:

## ARTICLE I

### PURPOSE

The purpose of this agreement is to provide for improved school health services through the maintenance of high standards of nursing by the establishment and maintenance of equitable employment conditions during the term of this contract. The parties further intend to set forth herein the basic agreement covering terms and conditions of employment to be observed between the parties hereto in order that good employer-employee relations will exist.

## ARTICLE II

### RECOGNITION

The Board recognizes the Newark Public School Nurses, a bargaining unit represented by the Newark Teachers Association, as the exclusive representative of the Registered Professional Nurses employed by the Board as school nurses, full time or part-time, hereinafter called Nurses, for the purpose of collective negotiations under Chapter 303 of the Public Laws of 1968, with respect to salary, hours and other terms and conditions of employment.

### ARTICLE III

#### RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which Nurses have heretofore enjoyed and are presently enjoying shall be maintained and continued by the Board during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all Nurses except as otherwise expressly provided herein. In accordance with Chapter 303 of the Public Laws of 1968, any new work rule, personnel policy, decision or regulation affecting the terms and conditions of employment of the Nurses shall first be negotiated with the Association if its to become effective during the term of this Agreement.

## ARTICLE IV

### NURSES RIGHTS

Pursuant to Chapter 303 of the P.L. of 1968, the Board hereby agrees that every Nurse shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities. As a public employer, the Board undertakes and agrees that it shall not, directly or indirectly, discourage, deprive or coerce any Nurse in the enjoyment of any rights conferred by Chapter 303 of the New Jersey P.L. of 1968, other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Nurse with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association and its affiliates, any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

ARTICLE V

SALARY

Section 1. Except as contained below in this Article, all Nurses employed in full-time service, who are fully certificated as a School Nurse and hold a Bachelor's Degree from an accredited college or university, or who because of their number of years of service had by prior agreement been placed upon the Nurses' Degree salary schedule, shall be paid in accordance with the salary schedule set forth in this Section.

A. Bachelor Level

Effective July 1 in each appropriate year\*

<u>Numerical Step</u>	<u>1973-74</u>	<u>1974-75</u>	<u>1975-76</u>
1	\$8970.	\$8970.	\$9460.
2A*	9390.	9390.	9910.
2B**	9810.	9810.	10350.
3	10340.	10340.	10910.
4	10760.	10760.	11350.
5	11180.	11180.	11800.
6	11610.	11610.	12240.
7	12030.	12030.	12690.
8	12450.	12450.	13130.
9	12870.	12870.	13580.
10	13290.	13290.	14020.
11	14350.	14350.	15140.

\*Effective July 1 in each appropriate year.

\*\*Effective February 1 in each appropriate year.

ARTICLE V (Cont'd.)

B. M.A. - EQUIVALENT LEVEL (Bachelor Degree + 30 Graduate Credits)

Effective July 1 in each appropriate year\*

<u>Numerical Step</u>	<u>1973-74</u>	<u>1974-75</u>	<u>1975-76</u>
1	\$9600.	\$9600.	\$10130.
2A*	10020.	10020.	10570.
2B**	10440.	10440.	11010.
3	10970.	10970.	11580.
4	11390.	11390.	12020.
5	11820.	11820.	12470.
6	12240.	12240.	12910.
7	12660.	12660.	13360.
8	13080.	13080.	13800.
9	13500.	13500.	14250.
10	13930.	13930.	14690.
11	14980.	14980.	15800.

\*Effective July 1 in each appropriate year.

\*\*Effective February 1 in each appropriate year.



ARTICLE V (Cont'd.)

C. Ph.D. - EQUIVALENT LEVEL (M.A. + 30 Graduate Credits or  
Bachelor Degree + 60 Graduate Credits)

Effective July 1 in each appropriate year.\*

<u>Numerical Step</u>	<u>1973-74</u>	<u>1974-75</u>	<u>1975-76</u>
1	\$10230.	\$10230.	\$10800.
2A*	10660.	10660.	11240.
2B**	11080.	11080.	11690.
3	11610.	11610.	12240.
4	12030.	12030.	12690.
5	12450.	12450.	13130.
6	12870.	12870.	13580.
7	13290.	13290.	14020.
8	13720.	13720.	14470.
9	14140.	14140.	14910.
10	14560.	14560.	15360.
11	15610.	15610.	16470.

\*Effective July 1 in each appropriate year.

\*\*Effective February 1 in each appropriate year.

In implementing the above schedule, each Nurse to whom it is applicable shall be placed on that numerical step of the 1973-74 schedule on which she would have ordinarily placed as of September 1973 by virtue of satisfactory service in the previous year.

ARTICLE V (Cont'd.)

D. Longevity. Longevity increments shall begin to be paid in the 20th and 25th year of permanent full employment for the Board; employment in other school districts or systems is not to be counted for purposes of longevity. As of the beginning of the school year of 1973-74 the amount paid for each longevity increment shall be \$422. and as of the beginning of the school year of 1975-76 it shall be \$445.

E. Beginning with the ratification of this Agreement newly-employed degree-holding Nurses who have presented properly certified evidence of prior experience as certificated school nurses in accredited public or non-public schools shall be granted prior-service experience in placement on the salary schedule in accordance with current practices applicable to certificated instructional in determining such credit.

Such prior-service credit shall not be applicable to or retroactive for any nurse who began employment prior to September 1973 except as provided for below in the case of non-degree certificated nurses who are in the employment of the Board at the time of the ratification of this Agreement.

Section 2. A. Certificated nurses who hold no Bachelors degree shall be placed on the schedule as set forth below effective as of July 1 of each respective year.

<u>Numerical Step</u>	<u>1973-74</u>	<u>1974-75</u>	<u>1975-76</u>
1	7700.	7700.	8130.
2	8020.	8020.	8460.
3	8330.	8330.	8790.

B. Any certificated nurse who holds no Bachelor's degree and who has completed three (3) or more continuous years of service shall be placed upon the salary schedule set forth in Section 1A of this Article according to the following procedure and provisions:

(1) Each such nurse shall be granted prior-service with the Board in accordance with current practice applicable to certificated instructional personnel.

ARTICLE V (Cont'd.)

(2) In the case of any nurse who does not hold a Bachelor's Degree which nurse by virtue of length of service for the Board was as of the end of the school year of 1972-73 on a numerical step of the salary schedule beyond the maximum allowable under current practices, applicable to prior-service placement as provided previously in this Section, then she shall continue to advance on the salary schedule set forth in Section 1A of this Article without regard to the fact that she is not a holder of a Bachelor's Degree.

(3) In no case shall any non-degree Nurse advance from the tenth (10th) numerical step to the eleventh (11th) numerical step of the schedule contained in Section 1A of this Article until she has completed 15 full years of service for the Board as a school nurse.

(4) The longevity increment provisions of Section 1B of this Article shall apply to non-degree nurses on the same basis as those holding degrees.

Section 3. Increments shall continue to begin on the anniversary dates of September 1 and February 1 as may be appropriate with each Nurse respectively.

Section 4. A. All extra-hour employment of nurses shall be remunerated at the rate of \$9.50 per hour during the school year of 1973-74 and 1974-75, and at the rate of \$10.00 per hour during the school year of 1975-76.

B. The rate of pay for per-diem substitute nurses shall be \$37.00 per day during the school years of 1973-74 and 1974-75 and \$39.00 per day during the school year of 1975-76.

C. Payroll errors shall be corrected within twenty-four (24) hours of the time the error is reported by the affected Nurse.

ARTICLE V (Cont'd.)

D. If a Nurse feels that she has been placed on the wrong step of the salary schedule applicable to her and presents satisfactory evidence to the Department of Personnel establishing her claim, the salary of the Nurse shall be adjusted to the proper step and retroactive payment shall be made to the Nurse for the full-time during which the Nurse should have been on the proper step. Such adjustment shall also be made if such an incorrect placement is discovered by the Department of Personnel even if the Nurse makes no claim.

E. Paydays for Nurses shall be the same as for the instructional personnel. They are:

<u>PAYDAYS</u> 1973-74	<u>PAYDAYS</u> 1974-75	<u>PAYDAYS</u> 1975-76
Sept. 12 - 26	Sept. 11 - 25	Sept. 10 - 24
Oct. 10 - 24	Oct. 9 - 30	Oct. 15 - 29
Nov. 14 - 28	Nov. 13 - 27	Nov. 12 - 26
Dec. 12 - 19	Dec. 11 - 18	Dec. 10 - 17
Jan. 9 - 30	Jan. 14 - 29	Jan. 14 - 28
Feb. 13 - 27	Feb. 11 - 26	Feb. 11 - 25
Mar. 13 - 27	Mar. 12 - 26	Mar. 10 - 24
Apr. 10 - 24	Apr. 8 - 30	Apr. 7 - 21
May 15 - 29	May 14 - 28	May 5 - 19
June 12 - 26	June 11 - 20	June 9 - 23

## ARTICLE VI

### DUTIES AND REQUIREMENTS

Section 1. Duties. A Nurse shall perform school nursing functions pursuant to a school health program within the public schools of Newark as follows:

1. Work with other school personnel in a program designated to promote, protect and maintain the health of all pupils.
2. Assist in conduct of periodic examination and screening procedures to determine health status of pupils.
3. Counsel with pupils and parents to interpret health problems.
4. Assist parents in utilizing professional resources for diagnosis and treatment and interpret professional recommendations.
5. Serve as a health consultant to administrators, teachers and other staff members in regard to all matters affecting health of pupils.
6. Serve as a consultant in health instruction.
7. Assist in planning and maintaining a safe and healthful school environment.
8. Confer with representatives of community agencies in matters pertaining to family and community health.
9. Work as a member of the school staff under the administrative direction of the Principal of the school to which she is assigned and/or the Director of the Medical Department and Supervisor of Nurses.
10. To perform any other duties within a school consistent with the training and services expected from a professional Nurse and an educationally trained school Nurse.

ARTICLE VI (Cont'd.)

Section 2. Requirements. Current license as a Registered Professional Nurse in New Jersey. Proper New Jersey State certification as a School Nurse. Evidence of completion of a baccalaureate degree in either school nursing, public health or health education which includes thirty semester hour credits in specific areas required for School Nurse certification by the State Department of Education. This requirement shall apply to all Nurses hired after the effective date of this Agreement. (Non-degree Nurses who have one or more years of satisfactory service shall have the right to apply for and receive a leave of absence without salary to obtain a degree except at no time shall such leave be granted to more than 5% of the Nurses for a period of up to one year receivable for a second year upon the approval of the Medical Director.)

## ARTICLE VII

### SCHOOL YEAR AND SCHOOL DAY

Section 1. The school year for all Nurses shall begin on the Tuesday following Labor Day in September and shall end at the end of the final work day for teaching personnel in June. Otherwise Nurses shall work according to the same calendar which is applicable to the teaching personnel.

Section 2. If any additional work days are required of Nurses within the regular school year above those required of teaching personnel except as specified in Section 1 of this Article, Nurses shall be remunerated at the rate of 1/200 of annual salary for each such day of additional required work.

Section 3. The work day of Nurses shall require that Nurses report to their assigned stations no later than fifteen (15) minutes prior to the arrival of pupils and shall not leave the school building until fifteen (15) minutes following the dismissal of pupils. In schools, with more than one Nurse which are on elongated schedules, the number of hours in the work day of the Nurse shall be no longer than that required immediately above in this Section.

Section 4. Nurses shall receive a duty-free lunch period similar in length to that which applies to pupils in the school to which the Nurse is assigned. If the lunch time of a Nurse is disturbed to meet a clear and obvious emergency, the Nurse shall be compensated with additional time following the emergency equal to the time occupied in meeting the emergency.

Section 5. A. Nurses may be required to attend all meetings conducted during the school day.

B. The attendance of Nurses at general faculty meetings of schools to which a nurse is assigned shall be voluntary except for such meetings in which consideration of the work of the Nurse as outlined in Article VI

ARTICLE VII (Cont'd.)

is directly involved, in which case a Nurse shall attend such meeting.

C. Nurses shall be required to attend the professional departmental meetings conducted by Board's Director of Medical Services. Such meetings shall be limited to one (1) per month during the school year except in the case of any period of serious medical emergency involving the health of pupils in the Newark Public Schools.

On days when such meetings are conducted, Nurses shall be excused reasonably earlier by their school administrator to be able to reach the departmental meeting on time. The principal of each school to which a Nurse is assigned shall be notified as to the date, place, and beginning time of each such meeting.



## ARTICLE VIII

### LEAVES

Section 1. Sabbatical Leaves. A. Regularly employed certificated Nurses shall be eligible for full year sabbatical leave for study after seven years and for rest and recreation after fourteen years of service, which shall include provisional service.

B. If leave is not taken when the Nurse becomes eligible, she shall remain continuously eligible for such leave.

C. Sabbatical leave shall be at half pay.

D. No more than 3% of the employed Nurses per year shall be granted such sabbatical leave if requested and if such Nurses as requested are eligible. The current rules and practices governing such leaves shall obtain.

Section 2. Sick and Personal Leaves. A. Nurses shall be granted sick leave for illness for fifteen (15) days in each school year.

B. Nurses with twenty-five (25) years' experience in the system shall receive ten (10) additional non-cumulative days per year after accumulated leave has been exhausted.

C. Unused sick leave shall be accumulated without limit.

D. In the event that a Nurses accumulated sick leave has been exhausted and the Nurse certifies to the Board that she is unable to work due to an extended illness, then the Board may, consistent with its present practice, grant additional sick leave to such Nurse with pay.

E. Nurses shall be granted three (3) days leave annually for personal reasons without explanation. Additional personal leave days may be granted by the Superintendent at his discretion if the reason warrants it.

F. Male Nurses shall be accorded the same leave privileges as female Nurses.

ARTICLE VIII (Cont'd.)

Section 3. Maternity Leaves. A. Upon certification by a competent physician and application by a Nurse, a leave for maternity shall be granted by the Board for a period of no more than one (1) year.

B. A Nurse on maternity leave shall be reinstated at any time during the period of such leave upon request of the Nurse.

C. Leave shall be extended for a period of one (1) year by the Board, for care of child, if requested by the Nurse.

D. A Nurse returning from a maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the same step as when the leave became effective except that when the Nurse has completed ninety (90) days or more of a school year, it shall count as a full year.

E. Seniority rights shall be maintained during the period of such absence.

Section 4. Military Leave. A. Military leaves of absence without pay will be granted to a permanent Nurse inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.

B. Upon return to the school system, such inducted Nurse will be placed on a step of the salary scale as if she had never left.

C. ~~The Nurse returning from military service will be reinstated~~ and will retain seniority as if he had never left.

Section 5. Existing Leave Policy. No deduction of salary of a regular Nurse shall be made for absences as follows:

A. Death in immediate family or household - absence not to exceed four (4) consecutive calendar days immediately following the death.

B. Funeral of near relative other than member of immediate family - absence not to exceed one (1) day.

C. Absence on account of court subpoena.

ARTICLE VIII (Cont'd.)

Section 5. (Cont'd.)

D. Quarantine.

E. Attendance at conferences when excused by the Superintendent.

F. The Superintendent may grant two (2) weeks' furlough without pay for the marriage of a Nurse.

Section 6. Maintenance of Rights and Benefits. A. Nurses on leave of absence with pay shall continue to receive full benefits provided by the Board as stated in this Agreement.

B. Any Nurse returning to full-time employment in the Newark Schools upon the termination of any leave shall be returned to his previous school assignment.

Section 7. Reserve Duty. Nurses called for active reserve duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for such periods.

## ARTICLE IX

### ASSOCIATION RIGHTS

Section 1. Negotiations on School Time. Time for negotiations will be mutually agreed upon by the Association and the Board. Members of the Association's Negotiating Committee shall be granted administrative leave with pay if negotiations take place on school time. No more than three (3) Nurses and one N.T.A. member who is not a Nurse, shall have the right to receive pay under this provision. They shall be granted administrative leave with pay the day following a negotiations session if the session lasts past 11:00 p.m. Nothing contained in this paragraph shall be construed to require the Board to negotiate during school hours or after 11:00 p.m.

Section 2. School Visitations by Association Representatives. The Board shall permit the Association's representatives to visit the schools. The Association representative should make known his presence to the appropriate authority in the school. The visit shall not interfere with the normal educational process. Conferences with Nurses, should they become necessary, shall be scheduled so as not to interfere with normal school functionings.

Section 3. Board Agenda. The Board shall make available to the Nurses at least one (1) copy of the official agenda of each public Board meeting at the same time when such agendas are made available to Board members.

Section 4. Leave for Association Conventions. Leaves of absence without loss of salary to attend conventions of the American Nurses' Association, the New Jersey State Nurses' Association and a constituent association of the N.J. State Nurses' Association and other professional organizations not exceeding five (5) days in one year nor two (2) individuals per convention shall be granted to duly qualified representatives of the Association.

## ARTICLE X

### GRIEVANCE PROCEDURE

The prompt, informal and confidential adjustment of grievances is encouraged and therefore the following procedure to accomplish this purpose is hereby established.

Definition. A. A grievance is a complaint by an employee that (1) she has been treated unfairly or inequitably by reason of any act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to her a violation, misinterpretation or misapplication of the provisions of this Agreement or of any existing rule, regulation or order of the Board, or any of the rules regulations, or orders of the New Jersey State Department of Education having the force and effect of law.

B. As used in this Article, the term "employee" means an individual Nurse and also a group of Nurses having the same grievance.

C. The Association shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved employee under this Article, and shall have the right to appeal from the disposition of any grievance at any step.

Procedures A. Representation. In the presenting and processing of grievances, the Nurse may be represented at her own expense by a person of her own choosing, except that she may not be represented by any employee organization or by any officer or representative of any employee organization other than the Association. In the event that a grievance is carried to Step #2, the Association shall be immediately notified.

B. Times for Meetings or Hearings. The time for a meeting or hearing at all steps other than Step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provisions of Step 1 below) a representative of the Association shall have the right

ARTICLE X (Cont'd.)

to be present and to present the Association's views at each step of the grievance procedures. Any notice to be given by an employee under the provisions of this Article may be given for her with the consent by the Association.

STEP 1. The employee, and if the employee so desires, an Association representative, shall first discuss the problem with her immediate administrative superior, who in the case of Nurses assigned to a school shall usually at each step of the grievance procedure be deemed to be the principal of that school.

STEP 2. If the grievance is not satisfactorily adjusted within two (2) school days after the last discussion, the employee may, with the assistance of an Association representative, if the Nurse so desires, submit it in writing within three (3) school days after the end of the said two (2) day period to her immediate superior for satisfactory adjustment - but such written grievance must be submitted to such superior in any event within three (3) school days following her becoming aware of the act or circumstance giving rise to the grievance. The said immediate superior shall schedule a meeting to discuss the grievance with the Nurse and an Association representative prior to making his decision, but in any event, he shall give his decision in writing with the reasons therefor, to the employee, the Association and the Superintendent within three (3) school days after the written grievance has been submitted to him by the Nurse.

STEP 3. The Nurse may appeal to the Superintendent of Schools from the last mentioned decision of her immediate superior within five (5) school days after the decision has been given to the Nurse and the

ARTICLE X (Cont'd.)

Association pursuant to the above provisions under the caption "STEP 2" by giving to the Superintendent of Schools and to the Nurse immediate superior written notice of such appeal setting forth specifically the basis of the grievance. The Superintendent or his designee shall meet with the employee and an Association representative within ten (10) school days after the giving of such notice of appeal and shall give his decision in writing with his reasons therefor, to the Nurse, Association and the Nurses immediate superior within three (3) school days after such meeting.

STEP 4. The Nurse may appeal to the Board from the last mentioned decision of the Superintendent within five (5) school days after the decision has been given to the employee and the Association pursuant to the above provisions under the caption "STEP 3" by giving to the Board and to the Superintendent written notice of such appeal, setting forth specifically the basis of the grievance. The Board, or its designated Committee, shall hold a hearing and shall give its decision in writing with their reasons therefor to the Nurse and the Association within thirty (30) calendar days after the giving of such notice of appeal.

STEP 5. A. In the event a grievance shall not have been settled under the above procedures the Nurse may have the grievance submitted to binding arbitration by giving, within ten (10) school days after the decision of the Board has been given to the employee and the Union pursuant to the above provisions under the caption "STEP 4" to the Superintendent and the Board, the employee's written request for binding arbitration by the procedures and subject to the provisions below set forth.

ARTICLE X (Cont'd.)

B.1. The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

B.2. The arbitration shall be conducted by a tripartite arbitration panel. One member of the panel shall be appointed by the Board and this individual's minimal professional qualifications shall be those of the holder of a principal's certificate. One member of the panel shall be appointed by the Assn. and this individual's minimal professional qualification shall be those of the holder of a teacher's or Nurses certificate. The third member of the panel shall be selected by mutual agreement of the first two panel members except that any individual so selected shall be a bona fide resident of New Jersey and a member of the National Academy of Arbitrators with a minimum of five years experience as an Arbitrator.

The first two named panel members shall be appointed within one week of the ratification of this Agreement. The third panel member shall be selected by the first two within ten (10) days after their selection. In the event that the first two are unable to agree upon the selection of the neutral panel member as described above - either of the two shall call upon the American Arbitration Association to name the third panel member. Any individual so selected shall be required to be a bona fide resident of New Jersey. This panel shall sit for the duration of the Agreement. The mutual third panel member shall serve as the Chairman of the Panel and shall arrange the dates, meeting places and agenda of any and all arbitration proceedings.

Any decision of this arbitration panel shall be by a majority vote, that is at least two members of the panel. The third neutral panel member



ARTICLE X (Cont'd.)

shall serve until he receives notice of termination of his services by either the Board or the Assn. In such a case a new third neutral panel member shall be appointed as described above. Termination shall not affect any grievance upon which a hearing has commenced.

C. The arbitration panel shall be empowered to hear and determine only grievances within the scope of the definition of the term "grievance" under the Section 1. of this Article. It shall, in the performance of its duties, be bound by and comply with the provisions of this Agreement. It shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. Its decision shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted. It shall have the power to make compensatory awards, where necessary to implement its decision.

D. The arbitration panel shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way the terms of this Agreement, or applicable law, or rules and regulations having the force and effect of law. Its decision shall not usurp the functions or powers of the Board as provided by statute.

E. Fees and expenses of the neutral arbitrator shall be borne equally by the Board and the Union.

General Provisions. A. If the decision to be given by an Nurse's immediate administrative superior, the Superintendent or the Board in accordance with the applicable provisions under "STEP 1", "STEP 2", or "STEP 3" above are not given within the respective times by the said provisions specified, the employee shall have the right to proceed with her appeal to the next step - or in the case of the decision specified under

ARTICLE X (Cont'd.)

"STEP 4", to request arbitration - by giving written notice of appeal or request for arbitration within the same time to the same parties and in the same manner as she would be required to give if a decision adverse to her had been rendered on the outside date prescribed above for rendering decisions under STEPS "2", "3", or "4".

If the employee fails to submit her written grievance within the time specified in the provisions under "STEP 2" above, or if she fails to give within the prescribed time the written notices of appeal respectively mentioned under "STEP 3" or STEP 4" above, or if she fails to give within the prescribed time written notice of the request for arbitration mentioned under "STEP 5" above, the grievance shall be deemed to have been waived.

Time limits specified in this Article as to things to be done at any step may be extended by agreement between the parties.

Any written notice to be given hereunder by the Nurse to her superior or to the Superintendent may be given by hand, or by leaving it with a person in charge of the office of such superior or of the Superintendent or by mailing it by certified mail, return receipt requested, addressed to such superior, or to the Superintendent, at their respective offices. Such notice to be given by the Nurse, to the Board may be given by mailing it by certified mail, return receipt requested, addressed to the Board at 31 Green Street, Newark, New Jersey, or by leaving it with a person in charge at the office of the Secretary of the Board at any time at the same address. Any notice or decision to be given to the employee may be given by hand or by mailing it by certified mail, return receipt requested, addressed to her at her home address as shown in the Board's records. Any notice or decision to be given to the Association may be given by hand

ARTICLE X (Cont'd.)

to the President of the Association or by mailing it by certified mail, return receipt requested, addressed to the Association at its offices.

The date of mailing shall be counted as the date of giving notice to be given by the employee by her superior, the Superintendent or the Board, under this Article, but if a notice or decision of the employee's superior the Superintendent or the Board is given to the employee by certified mail, the time within which the employee may give notice of appeal as provided under Steps "3" or "4" or notice of request for arbitration as provided under "Step 5" above shall be increased by two (2) days.

B. Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Association and School Board representatives and witnesses. (When hearings are held during school hours, persons proper to be present shall be excused without loss of pay.)

C. A grievance arising from the action of a supervisor, director, coordinator attached to the Central Office, association to Assistant Superintendent or Assistant Superintendent, will first be discussed with that official if not resolved informally, it may be processed in accordance with STEPS "3", "4", "5" above.

D. Nothing in this contract shall be construed as compelling the Association to submit a grievance to arbitration.

E. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

F. In the event that a grievance is carried to "STEP 2" the Association shall be immediately notified. The time for a meeting or a hearing at all steps other than "Step 1" within the prescribed time limit shall be fixed by mutual agreement. Such hearing must take place within the time limit provided in this step.

ARTICLE X (Cont'd.)

G. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.

H. Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process of any recommendation for job placement.

I. Any form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

## ARTICLE XI

The Board recognizes that the protection afforded to Board employees under the provisions of 18A: 16-6 and 18A: 16-6.1 of the New Jersey Statutes as presently in force or as such laws may be amended during the life of this Agreement and dealing with indemnity of employees against civil actions and certain criminal actions will be applicable to Nurses.

## ARTICLE XII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board and the Nurses mutually agree that in a rapidly changing society and medical technology, mutual planning to provide a program of continuous training and retraining of Nurses should be undertaken and effort be made to seek and obtain funding to provide for such items as (a) in-service courses, workshops and seminars (b) attendance at conferences, (c) attendance at university courses in order to update practicing school nurses with new medical and health developments (d) a complete updated nurses' reference library (e) grants for planning and developing innovative school nursing services, and (f) other similar programs.

The Board and Nurses agree to set up a special committee composed of the Director of Medical Services, the Supervisor of Nurses, the Assistant Superintendent of Special Services, five Nurses nominated by the Association and any other individuals designated by the Superintendent.

The function of the committee, which will present its findings and recommendations to the Superintendent, shall be:

- (a) To seek funds from public or foundation sources to provide for training opportunities as described previously in this Article.
- (b) To prepare any proposals necessary for obtaining such funds with the assistance of any Board staff experienced in preparing such proposals.
- (c) To plan, implement, and evaluate any programs which might result if and when such funds might become available.

ARTICLE XIII

Should any Nurse serve as the staff sponsor for any student activity such Nurse shall, where applicable, be remunerated at the same rate of compensation as is paid to teachers.

## ARTICLE XIV

### ASSIGNMENT AND TRANSFER

#### Section 1. Voluntary Transfers from School to School

1. Nurses who wish to make application for transfer or assignment to any vacancies in any school shall submit their requests in writing to the Supervisor of Nurses and the Department of Personnel and such application shall include in order of preference, the school or schools desired.

2. Selection for such reassignment shall be based on consideration of qualifications, seniority, personal preference of the applicant, integration of staff, and the welfare of children and the community. The determinations of the Superintendent and the Board on applications for transfer or assignment shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against any applicant.

3. Upon request, any employee who has applied for but not been granted a transfer, will be given an explanation, in writing, by the Department of Personnel.

#### Section 2. Involuntary Transfers from School to School

1. No involuntary transfers shall be made by reason of personal bias, vindictiveness, or Association activity.

2. Upon request, the Department of Personnel shall furnish the employee who has been so transferred an explanation in writing, for said transfer.



## ARTICLE XV

### PROMOTIONAL POLICY

Section 1. In the event that new positions or promotional opportunities become available within the area of school nursing services, or health education, the Board shall:

1. Post notices of such openings or promotions at least 15 days prior to closing applications for said positions.
2. Include on such notices a statement of the nature of the position, the required qualifications, and the salary to be paid.
3. Accept applications from any currently employed Nurse who may wish to submit an application.

Section 2. All procedures for filling any promotional position will be undertaken according to prevailing requirements of the Civil Service Commission.

## ARTICLE XVI

### MISCELLANEOUS

Section 1. Each Nurse shall receive a statement of all sick leave days accumulated by her up to the end of the previous school year on or before November 1, of the subsequent school year.

Section 2. The Nurse's office of each school shall be equipped with files and other facilities capable of being locked in order to insure the protection and confidentiality of records.

Section 3. Nurses shall be included in child study teams in all cases involving school medical records and history and shall be made aware of any pertinent conclusions of such teams which may involve the nurses service.

Section 4. Beginning with the school year of 1974-75 the sum of \$25. for discretionary use in purchasing special materials and items not included in the regular purchase list shall be made available to each nurse in each school under the same standards as are made available to teachers in their discretionary fund.

Section 5. Should any written material in deprecation of any Nurse be placed in the personnel record of a nurse, the nurse involved will be so informed, and should said material upon review be found to be unjustified, such material will be expunged from the nurse's record.

ARTICLE XVII

CONFORMITY TO LAW AND SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed, or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE XVIII

DURATION

This Agreement and each of its provisions shall be binding and effective as of the 1st day of July, 1973 and shall continue to remain in full force and effect until and through June 30, 1976.

*Charles A. Bell*  
PRESIDENT, BOARD OF EDUCATION

*George J. Landers*  
PRESIDENT, N.T.A.

*William Parker*  
SECRETARY, BOARD OF EDUCATION

*Rayward H. Miller*  
SECRETARY N.T.A.

*Storothy M. Ruggiero*  
Pres. School Nurses Assoc

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