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A G R E E M E N T

Between

Woodbridge Township

TOWNSHIP OF WOODBRIDGE,
MIDDLESEX COUNTY, NEW JERSEY

LIBRARY
Institute of Management and
Labor Relations

FEB 16 1982
RUTGERS UNIVERSITY

and

WOODBIDGE TOWNSHIP
NURSES ASSOCIATION

X JANUARY 1, 1982 - through - DECEMBER 31, 1982

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PREAMBLE

This Agreement made this _____ day of _____, 1982, by and between the Township of Woodbridge, hereinafter referred to as the "Employer" and the Woodbridge Township Nurses Association, hereinafter known as the "Association" or "Union".

Whereas, it is the desire, intent and purpose of the parties hereto that this Agreement shall provide for improved patient care through the maintenance of high standards of nursing; and

It is also the intent of the parties that this Agreement shall make provision for wages, hours and other terms and conditions of employment to be observed between the parties hereto in order that good employer-employee relations will exist.

Now, therefore, in consideration of the premises, covenants, undertaking, terms and conditions herein contained, it is hereby mutually agreed by and between the parties herein as follows.

ARTICLE I

RECOGNITION

A. The Township of Woodbridge hereby recognizes the Woodbridge Township Nurses Association as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all permanent, temporary, full-time and part-time Public Health Nurses, if the latter work a minimum of twenty (20) hours per week, but excluding the Director, Supervisor of Nurses, clerical personnel and grant personnel and all other employees of the Township.

B. 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. The word "she" where used shall be deemed to include "he".

ARTICLE II

UNION SECURITY AND DUES DEDUCTION

- A. Upon receipt of written authorization, the Employer shall deduct Woodbridge Township Nurses' Association dues by-weekly on a prorata basis and shall remit the monies collected to the Association once each month, not later than the 15th of the month.
- B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss of damages incurred as a result of this clause.
- C. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit and any employee previously employed within the unit who does not join within 10 days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agree-

ment so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE III

PROFESSIONAL PRACTITIONER STATUS

A. The Employer recognizes that due to their special education and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care and that, therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in a decision-making process within the Employer's Agency. However, the final decision-making rests with the Employer and is not subject to the grievance procedure.

B. Council of Nursing Practitioners - There shall be a Council of Nursing Practitioners which shall consist of all nursing practitioners covered by this Agreement. The Council shall meet one (1) hour monthly on Employer's time. The Council may establish such committees or sub-committees it deems desirable to carry out the functions set forth below.

1. Purpose - The purpose of the Council shall be as follows:

- a. To make recommendations with respect to the philosophy of nursing practice, specific to the Agency in methods to foster adherence to that philosophy.
- b. Foster adherence to standards of nursing practice enunciated by the profession.

2. Functions

- a. Review and make recommendations regarding

standards of nursing practice consistent with those enunciated by the profession and specific to the Agency.

b. Analyze the factors which facilitate or impede the practice of nursing and make recommendations regarding same.

c. Receive and review problems relating to the nursing practice.

3. Responsibility and Authority of Council

a. Recommendations of the Council or committee recommendations approved by the Council shall be referred in writing to the Director of Nursing.

b. The Director Nursing shall meet at a regularly scheduled time to review recommendations from the Council which have been received in writing at least ten (10) calendar days before the scheduled meeting and will respond to the Council within ten (10) calendar days following the scheduled meeting or within ten (10) calendar days of any joint meeting with the Director of Nursing and authorized Council Representatives.

c. Should there be any dissatisfaction on the part of the Council with the above response, the Council may request in writing the consideration by the Director of Nursing and be referred to the Health Officer. The final response of the Health Officer shall be given within ten (10) calendar days of the receipt of said written request.

ARTICLE IV

PROBATIONARY PERIOD

- A. All employees hired after the date of this Agreement shall be probationary for a period of three (3) months from the date of the commencement of work. During the period of probation, an employee shall have all rights under this Agreement, except that, the employer may discharge any such employee at will during and up to the end of the probationary period and such discharge shall not be subject to the grievance and arbitration procedure.
- B. Upon successful completion of the probationary period, an employee shall have seniority as defined in Article VII hereinabove retroactive to the commencement of work.

ARTICLE V

NON-DISCRIMINATION

A. The Employer and the Union agree that there shall be no discrimination or favoritism exercised by either for reasons of sex, age, nationality, marital status, race, religion, political affiliation, union membership or lack of union membership, or participation in or lack of participation in legal union activities.

ARTICLE VI

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment of employees covered under this Agreement and may be raised by an individual or the Association at the request and on behalf of an individual or group individuals.

B. Grievances shall be settled in the following manner:

Step One - The Union Steward, with or without the Employee, shall take up the grievance with the Employee's immediate supervisor within thirty (30) calendar days of its occurrence. If the grievance is not filed within thirty (30) calendar days of its occurrence, the same is herein considered to be abandoned. The supervisor shall then attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step Two - If the grievance has not been settled, it shall be presented in writing by the Union Steward to the appropriate Department or Division Head within seven (7) working days after the supervisor's response is due. The Division or Department Head shall schedule a meeting to discuss the grievance within five (5) working days of receipt of the written grievance. At this step the employee may be represented by his steward and by the Local Union President or designee. The Health Officer shall render his decision in

writing ten working days from the date of the hearing.

Step Three - If the grievance is still unsettled, it shall be presented to the Business Administrator within seven (7) working days after the response of the Director is due. The Business Administrator shall schedule a hearing on the grievance within fifteen (15) working days of the receipt of the grievance. At this step the Employee may be represented by the Steward, the Union President or designee. The Business Administrator shall render his decision within fifteen (15) working days after the close of the hearing.

Step Four - If the grievance is still unsettled and concerns a violation of this Agreement only, the Union may, within fifteen (15) working days after the reply of the Business Administrator is due, by written notice to the Business Administrator, request arbitration.

a. The arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union in accordance with the procedures of the New Jersey State Board of Mediation.

b. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of facts presented to him involved in the grievance. The arbitrator shall further be bound by the Laws of the State of New Jersey and of the United States and of the decisions of the Courts of the State of New Jersey and of the United States. The arbitrator shall not add to, modify, detract from or alter

in any way the provisions of this Agreement. In rendering his written decision, the arbitrator shall indicate findings of fact and the reasons for making his decision.

c. The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

d. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

e. All time limits herein specified shall be deemed to be exclusive of Saturday, Sunday and Holidays. The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement.

f. As stated prior, any disposition of a grievance from which no appeal is taken within the time limits specified herein or as extended pursuant to agreement, shall be deemed resolved and shall not thereafter be considered subject to the grievance provisions of this agreement.

g. The parties, if interested, will cooperate in investigating and providing pertinent information concerning a grievance being processed.

h. The Employer agrees that in presentation of a grievance there shall be no loss in pay for the time spent in presenting the grievance by the grievant and the Local Union Representative, who is an Employee of the Township throughout the grievance procedure, provided there is no abuse of time spent in pursuing grievances during the regular scheduled work period of any such Employee.

i. A grievance which affects a substantial number or class of employees or is a discharge or suspension and which the Employer representative designated in Steps One and Two lacks authority to settle, may initially be presented in Step Three by the Union representative.

ARTICLE VII

SENIORITY

- A. Employees shall accrue two (2) types of seniority: Township and departmental. Seniority is defined as total length of unbroken service.
- B. All matters of demotions, layoffs, and recall shall be accomplished in accordance with Civil Service Rules and Regulations. Shift assignments and vacations shall be assigned in accordance with preference seniority.
- C. In matters of promotions where there are three (3) employees who are, in accordance with Civil Service regulations, qualified for the position, and if all three (3) have equal qualifications and ability to perform the job as determined by the Business Administrator, then the person with the greatest seniority shall be selected for the position.
- D. The agreed to seniority lists shall be brought up to date on July 1st of each year and posted on bulletin boards; such lists shall contain dates of appointment, dates employees began work in departments, and job classifications.
- E. It shall be the exclusive discretionary policy of the Employer to promote to supervisory positions, insofar as possible, from the ranks of the employees.

ARTICLE VIII

JOB POSTING AND JOB VACANCIES

A. Notice to all vacancies shall be posted on employee bulleting boards. Newly created positions, vacancies of promotional jobs are to be posted in the following manner:

Classification

Location

Rate of Pay

Hours of Work

Person to Contact

B. When provisional appointments are to be made, the Employer shall appoint, among those eligible to take a test for the position, in accordance with the employee's qualifications and ability to perform the job, as determined by the Business Administrator. Where two or more employees have equal qualifications and ability, then the appointment shall be made to the employees with the most seniority.

C. Where openings exist for lateral transfers or provisional appointments, such openings shall be posted for a period of five (5) days. Where two or more employees apply for such openings and such employees have equal qualifications and ability as determined by the Business Administrator, the employee with the most seniority shall be chosen for the position.

ARTICLE IX

HOLIDAYS

A. Each employee shall be entitled to fourteen (14) paid holidays per year, as follows:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday (3rd Monday in February)

Good Friday

Memorial Day (last Monday in May)

Independence Day

Labor Day

Columbus Day (2nd Monday in October)

Election Day (General)

Veteran's Day

Thanksgiving Day

Christmas Day

Employee's Birthday

B. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If it falls on a Sunday, it shall be observed on the Monday following. If an employee's birthday falls on a holiday or on a Saturday or Sunday, then the employee shall be entitled to another day off to observe the birthday. If an Employee's birthday falls on a Saturday, he shall take the preceding Friday off; if it falls on a Sunday, he shall take the following Monday off; if the birthday falls on a holiday, from Monday through Friday, the employee shall take the day before or the day after.

ARTICLE X

VACATIONS

A. The following vacation schedule will prevail:

1 year to 5 years of service.....12 days vacation with pay
5 years to 10 years of service...15 days vacation with pay
10 years to 15 years of service..18 days vacation with pay
15 years to 20 years of service..20 days vacation with pay
20 years to 25 years of service..28 days vacation with pay
25 years of service and over.....30 days vacation with pay

B. An Employee may apply for his vacation at any time during the twelve (12) months preceding the date of his proposed vacation. If two or more employees apply for the same vacation date at the same time, any conflict in scheduling shall be resolved on the basis of seniority. Vacation time not used in any one year must be used in the next vacation year.

ARTICLE XI

SICK LEAVE

A. An Employee shall be entitled to fifteen (15) days with pay per year for sick leave and said days shall be accumulative. Paid sick leave time may be used by an Employee if a member of his family is seriously ill or has been seriously injured, thereby requiring the Employee to remain at home so as to assist the family member.

B. The word "family" is herein defined so as to include and be restricted to the Employee's spouse, children, brothers, sisters, mother or father. Such sick time shall not be greater than that which is specified in Civil Service Rule,

Article 4.1-13.14.

ARTICLE XII

LEAVE WITHOUT PAY

A. Regardless of the amount of paid sick leave to which a permanent employee may be entitled, where the nature of his non-occupational related illness or injury, required an extended period of absence, he shall be granted a leave of absence without pay for a period of up to six (6) months, as needed, and may be extended as required upon the advise of a physician for additional periods thereafter, subject to the employer's approval. All approvals beyond the first six (6) month period must be approved by the Municipal Council.

B. 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 a 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.

ARTICLE XIII

MATERNITY LEAVE

- A. Maternity leave shall be granted up to six (6) months without pay. The employee requesting maternity leave shall notify the Employer upon confirmation of the pregnancy and request the leave at least three (3) months prior to the taking of such leave.
- B. The maternity leave may be extended with the approval of the Business Administrator upon proof from a licensed midwife or physician as to the necessity of such extension.
- C. The employee may use sick time if desired as provided by law.

ARTICLE XIV

PERSONAL DAYS

A. Each employee covered under this Agreement shall be entitled to three (3) personal days per year which shall be non-accumulative and may be taken on the basis of one (1) day at a time.

B. New employees must complete four (4) months of continuous service to be eligible for any personal days.

C. Personal days are to be earned on the basis of one (1) for every four (4) months.

D. Request must be made in writing to the supervisor forty-eight (48) hours in advance, except in case of emergency where under such circumstances the forty-eight (48) hour advance notice is not required. However, the supervisor must be advised as to the nature of the emergency.

E. Employees on leave of absence or who terminate during the year are not entitled to personal days, other than those earned.

F. Personal days cannot be used as vacation days or in conjunction with holidays or vacation days and are to be used for personal business only.

ARTICLE XV

DEATH IN FAMILY

In the event of death of a member of the employee's immediate family, the employee shall be granted five (5) consecutive days absence with pay. Said absence shall not be accumulative and must be used in conjunction with the death in the family. The employee's spouse, children, brothers, sisters, mother, father, grandfather, grandmother, grandchild, mother-in-law and father-in-law shall constitute the employee's immediate family. In the event of death of an employee's brother-in-law or sister-in-law, the employee shall be granted three (3) consecutive days absence with pay.

ARTICLE XVI

UNION BUSINESS

- A. The President, Vice-President and/or Shop Steward of the Union, or Delegate will be granted time off without loss of pay for the purpose of attending Union conventions or conferences provided that the total amount of such time off without loss of pay during the period of this Agreement shall not exceed twenty (20) working days.
- B. The Employee must notify the Employer of said leave at least five (5) days prior to the convention or conference. Less than five (5) days notice may be required by agreement with management. Leave under this Section shall be limited to not more than one (1) employee at any one time.

ARTICLE XVII

UNION EDUCATIONAL LEAVE

A. Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union when submitted notice by the Union that such employee or employees have been accepted for schooling. Six (6) working days per year shall be allocated for Union educational leave purposes. One (1) employee only shall take leave at any one time and any one employee shall take no more than three (3) working days of this leave per year. The Union agrees to use this leave reasonably.

B. Leave of absence with pay to attend and serve as delegate to NJSNA and ANA Conventions of the Association may be granted in writing for one (1) employee, not to exceed four (4) days during a calendar year, contingent upon available manpower and done on a rotation basis, and approved by the Business Administrator.

C. Employees utilizing Sections A and/or B of this Article, must notify the Employer of said leave at least five (5) days prior to the classes, conference or convention. Less than five (5) days notice may be required by agreement with management.

D. Employees returning from any authorized leaves of absence as set forth in previous articles will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges or benefits.



E. The Union may elect to appeal the matter to arbitration. However, no arbitration hearing shall be scheduled sooner than thirty(30) calendar days after the final decision by the Business Administrator. In the event the Union or the aggrieved employee elects to pursue Civil Service procedures, the arbitration hearing shall be cancelled, the matter withdrawn from arbitration and the Union shall pay whatever costs may be incurred in processing the case to arbitration.

F. The election of this procedure will be deemed final and binding and constitute an absolute waiver of the employee's option to appeal under the Civil Service Procedure. In the event the employee involved elects the Civil Service procedure, such election will be deemed final and binding and constitute an absolute waiver of the option to appeal the matter to arbitration.

ARTICLE XIX

HOURS OF WORK

A. The regular work day for all full-time employees shall consist of seven (7) hours of work plus a one (1) hour lunch period. During the summer months, beginning with the first Monday in June, and ending with the Friday before Labor Day, the hours shall be 8:30 a.m. to 4:30 p.m., so far as practicable, an employee's work day shall not be changed without reasonable notice.

B. The regular work week shall consist of not more than thirty-five (35) hours plus lunch periods. Any time in excess of thirty-seven and one-half (37½) hours shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for each hour or fraction thereof in excess of thirty-seven and one-half (37½) hours.

C. Employees shall be granted a total of thirty (30) minutes per day as a paid coffee break. Said break must be divided between the morning and afternoon hours, each period not to exceed fifteen (15) minutes. At no time shall said coffee break interfere with the work and overall operation of the office involved.

D. Employees other than those who are on call, who are required to work on a holiday, will be paid at the rate of straight-time for the actual time worked plus a day's pay for the holiday as such. If an employee is required to work on a Saturday or Sunday, the rate of compensation will be one and

one-half ($1\frac{1}{2}$) the regular rate of pay.

E. Overtime compensation in connection with Section B above will be taken in cash or compensatory straight time (hour for hour) at the option or request of the employee, but subject to the approval of the Director. Cash, if paid, will be at straight time for the two and one-half ($2\frac{1}{2}$) hours per week from thirty-five (35) through thirty-seven and one-half ($37\frac{1}{2}$) and time and one-half ($1\frac{1}{2}$) thereafter. Compensatory time if taken must be taken no later than the next pay period.

ARTICLE XX

ON CALL

A. Weekend call shall be:
Saturday and Sunday

9:00 a.m. - 12:00 Noon

1. To be paid for Saturday and Sunday (total - six (6) hours - \$72.50 effective January 1, 1982.
2. Shall receive time and one-half (1½) for all hours worked over three (3) hour period.

B. Holiday - on call 9:00 a.m. - 12:00 Noon

1. To be paid \$45.00 effective January 1, 1982.
2. Shall receive double time for all hours worked over three (3) hour period.

C. Effective January 8, 1982, holiday on call shall be scheduled as follows:

1. Holidays falling on Monday or Tuesday shall be assigned to the nurse on call the preceding weekend.
2. Holidays falling on Thursday or Friday shall be assigned to the nurse on call the following weekend.
3. Holidays falling on Wednesday shall be assigned at the discretion of the Nursing Director to achieve as equitable a distribution of holidays as practicable.

ARTICLE XXI

LONGEVITY PLAN

A. The Employer agrees to pay, as a fringe benefit, the following longevity plan:

1½% of base yearly salary for 5 to 10 years of service.

3% of base yearly salary for 10 to 15 years of service.

4½% of base yearly salary for 15 to 20 years of service.

6% of base yearly salary for 20 to 25 years of service.

7½% of base yearly salary for 25 years and over of service.

B. The Employer agrees to pay this longevity pay to all employees of the Union. It shall be paid in a lump sum amount prior to the Christmas holidays. The employer agrees to pay prorated longevity to any employee so entitled who terminates in good standing during the year.

ARTICLE XXII

JOB DESCRIPTIONS

A. Job descriptions for all job classifications covered by this Agreement shall be incorporated in "Annex B" of agreement.

B. The Union shall be notified of any proposed changes in any job classifications and shall have the right to negotiate on this subject.

ARTICLE XXIII

SALARIES

- A. All nurses employed by the Township of Woodbridge prior to January 1, 1982 shall be paid in accordance with "Annex A, Schedule A", regardless of title.
- B. All Public Health Nurses hired after January 1, 1982, shall be paid in accordance with "Annex A, Schedule A".
- C. All Graduate Nurses, Public Health, hired after January 1, 1982, shall be paid in accordance with "Annex A, Schedule B".

ARTICLE XXIV

JURY DUTY

- A. If an employee is required to serve on jury duty and such duty requires his presence beyond noon, he shall receive a full day's pay for each day of jury duty. If the employee is dismissed from jury duty before noon, he shall immediately report for work and shall receive a full day's pay.
- B. This clause shall also apply in the event an employee is required by subpoena to testify in a Court hearing regarding Township business.

ARTICLE XXV

ARMED FORCES

A. An employee who is a member of the Armed Forces shall be granted such leave of absence for military service as is required by and in accordance with applicable State and Federal Law.

ARTICLE XXVI

GENERAL PROVISIONS

- A. It is agreed that representatives of the Employer and representatives of the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, but not to discuss matters which are a grievance.
- B. All benefits enjoyed by employees covered under this Agreement as enumerated in Township ordinances, shall not be reduced or terminated during the period of this Agreement.
- C. This Agreement shall not prevent the employees covered by the Agreement from receiving the general fringe benefits awarded the employees of the Township by legislative action of the Municipal Council during the period of the Agreement.
- D. Time for negotiations will be mutually agreed upon by the Union and the Employer. Members of the Union's Negotiating Committee who are on duty shall be considered on duty while attending negotiations and shall receive their customary rate of pay.
- E. There shall be established a safety and health committee consisting of three (3) representatives of the Employer and three (3) representatives of the Union, to meet from time to time upon request of either party to discuss matters of health and safety.

ARTICLE XXVII

MANAGEMENT RIGHTS

A. The Township of Woodbridge hereby retains and reserves unto itself, without limitations, 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, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.

2. To hire all employees, to direct the working force, to eliminate jobs and to determine the number of employees needed for specific jobs, to determine employee qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

4. To control by way of a separate rule and/or regulation, in writing, the employee's use of Township vehicles, more specifically, controlling the use of said vehicles so that the cost of operating same will be minimized.

B. The exercise of the foregoing powers, rights,

authorities, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof and the use of judgement 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.

C. Nothing contained herein shall be construed to deny, restrict the Township of its rights, responsibilities and authorities under R.S. 40 and 40A or any other national, state or local laws or regulations as they pertain to municipal government.

ARTICLE XXVIII

NO STRIKE CLAUSE

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for 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 job action interfering with normal operations against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees, subject however to the Grievance Procedure and/or the provisions of Title 40.

C. The Union will actively discourage any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are

necessary to prevent and terminate such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union, its members, or any person acting on its behalf.

ARTICLE XXIX

EMERGENCIES

- A. In the event of an emergency, as determined by the Business Administrator, any employees who are unable to report to work will be paid for the day. Employees who do manage to get to work, and who do work, will receive a compensatory day off.
- B. The Business Administrator may declare a second emergency day during the year, in which case the same policy shall prevail.
- C. Any additional days of emergency which occur, the employee may charge his time off to any time off the books- personal days, vacation time, sick time, or comp time.

ARTICLE XXX

PAYMENT OF SICK LEAVE ON RETIREMENT

A. At the time of death or retirement, the employee shall be entitled to payment for all accumulated unused sick leave, to be paid at the rate of one-half ($\frac{1}{2}$) of the rate of pay in effect on the date of retirement or death, up to a maximum of Twelve Thousand (\$12,000.00) Dollars. All vacation time must be used prior to retirement in order to be eligible to receive sick leave payment except when approved by the Business Administrator upon recommendation of the Department Head for reasons of Township business.

ARTICLE XXXI

TEMPORARY DISABILITY BENEFITS

A. The Employer agrees to provide Union members with temporary disability benefits, equal to the New Jersey State Disability Plan, at no cost to the employee.

ARTICLE XXXII

DENTAL, PRESCRIPTION AND OPTICAL PLANS

- A. No medical, health or dental rights, privileges or benefits currently in effect for employees shall be reduced or terminated during the period of this Agreement.
- B. The Township shall provide a dental plan for employees and their dependents, the same as provided for other Township employees.
- C. The Employer agrees to provide a \$2.00 co-pay prescription plan for employees and their dependents. All employees will be issued a prescription card as soon after January 1, 1982 as possible.
- D. The Employer agrees to provide optical insurance for employees and their dependents.
- E. For the purpose of this Article, dependent shall be defined to include only spouse and unmarried children in accordance with past practice.
- F. The Employer reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XXXIII

MALPRACTICE INSURANCE

A. Employer agrees to maintain present malpractice insurance coverage.

ARTICLE XXXIV

ANNUAL MEDICAL EXAMINATION

A. Every employee covered by this Agreement shall have an annual physical. It will be completed by a physician of the employee's choice and shall be reimbursed in the amount of Ninety (\$90.00) dollars for the year of 1982.

ARTICLE XXXV

CLOTHING ALLOWANCE

A. All Public Health Nurses covered by this Agreement will receive a clothing allowance as follows:

1. Upon entering service as a Public Health Nurse, each employee will receive a new uniform coat and boots plus two hundred (\$200.00) dollars.

2. After the employee's first (1st) anniversary, each Public Health Nurse will receive one hundred (\$100.00) dollars on May 1 and one hundred (\$100.00) dollars on October 1 of each succeeding year.

3. In addition, after a Public Health Nurse has been employed for a period of three (3) years, a new uniform coat will be provided by the Employer.

B. The clothing allowance granted is not allocated, and may be used by the employee in any manner to provide items of clothing necessary to the performance of the job of Public Health Nurse.

ARTICLE XXXVI

CARS

A. The Township of Woodbridge shall continue to provide cars as is the present policy.

ARTICLE XXXVII

REPORTING DAY OFF

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

ARTICLE XXXVIII

BULLETIN BOARD

A. A bulletin board will be made available by the Employer in the Nurses' Room at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

ARTICLE XXXIX

OUT OF TITLE WORK

A. Any employee working in an acting capacity in a job level higher than her own shall be paid the rate of the higher job for all the time spent for working in the higher job, subject to the following:

1. That said employee's job assignment to the higher job level must be in writing and approved by the Business Administrator.
2. That said assignment must be for at least one (1) week.

ARTICLE XL

SEPARABILITY

A. Should any portion of this Agreement or any application of this Agreement be held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XLI

TUITION REIMBURSEMENT

- A. Full-time regularly scheduled bargaining unit employees shall receive reimbursement for furthering their education by pursuing after hours studies in school, college or university or other recognized institution. Courses chosen by the employees must benefit both the employee and the Employer. Prior approval for course shall be given by the Business Administrator.
- B. Employees will receive twenty-five (\$25.00) dollars per credit refund upon completion of course with a passing grade.
- C. Participating employees shall be allowed a maximum of fifteen (15) credits per year.
- D. Part-time employees shall not be eligible to receive this benefit.
- E. The Employer shall reimburse the bargaining unit employee for the credits as set forth in this Article within thirty (30) days of the presentation to it of the grades of the employee. Time may be extended with mutual consent.
- F. Payment of reimbursement money shall be issued in a separate check and without any deductions for withholding taxes, Social Security taxes and the like.
- G. With mutual consent, nothing set forth herein shall effect the existing practice whereby employees, from time to time are requested by management to take certain courses at

Township expense. Nothing set forth herein shall effect the existing practice of in-service training whereby the Employer, from time to time provides seminars and workshops.

ARTICLE XLII

CONTINUING EDUCATION

A. Paid time off and financial aid reimbursement, shall be available for participation in educational workshops, institutes, and/or meetings. An annual amount of one hundred (\$100.00) dollars for each registered professional and public health nurse shall be budgeted and allocated to the Health Officer, to be administered by the Health Officer in an equitable manner with recommendations from the Practice Council for expenses in attending various education programs. The foregoing annual amount shall, for each calendar year beginning January 1, 1979, be an amount equal to one hundred (\$100.00) dollars for each employee covered by this Agreement. Any disputes as to entitlement under this action shall be processed and resolved as in the Article concerning the Professional Practice Council.

B. Workshops and seminars and professional specialty association meetings required by the Employer shall be exclusive of the above Article and the total cost shall be borne by the Employer.

ARTICLE XLIII

EMBODIMENT OF AGREEMENT

A. 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 employer and the Association or any individual employee covered by this Agreement is hereby superceded.

B. During the term of this Agreement, neither party will be required to negotiate over any subject, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiate or signed this Agreement.

C. If either party desires to change this Agreement for the year 1982, it shall notify the other party in writing at least one hundred and twenty (120) days before the expiration of the contract.

ARTICLE XLIV

DURATION

A. This Agreement shall become effective on January 1, 1982 and shall terminate at Midnight on December 31, 1982.

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so, have executed this Agreement this 29th day of January, 1982.

ATTEST:

Joseph V. Valenti

ATTEST:

Antoinette L. Salomy Pr

TOWNSHIP OF WOODBRIDGE

BY:

Joseph V. Valenti

WOODBIDGE TOWNSHIP NURSES
ASSOCIATION

BY:

Robert A. Warren Sec

ARTICLE XLV

ANNEX A

	<u>Start</u>	<u>Six Month</u>	<u>Maximum</u>
Schedule "A"	\$ 15,414	\$ 16,270	\$ 17,127
Schedule "B"	\$ 14,600	\$ 15,410	\$ 16,221