

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 03-121
 Agenda No. 10.7.11
 Approved: FEB 11 2003
 TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A TENTATIVE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE ASSOCIATION OF NURSES IN PUBLIC HEALTH

COUNCIL, Resolution: offered and move adoption of the following

WHEREAS, as a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and the Association of Nurses in Public Health subject to ratification by the Municipal Council of the City of Jersey City; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve the attached tentative agreement covering the period of January 1, 2001 through December 31, 2004.

NOW, THEREFOR, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the tentative agreement attached hereto, entered into by and between the City of Jersey City and the Association of Nurses in Public Health is hereby approved and the Mayor or Business Administrator is hereby authorized to sign a formal labor contract on behalf of the City of Jersey City.

APPROVED: *Robert Byrne* 1/31/03 APPROVED AS TO LEGAL FORM
 APPROVED: *Carlton E. Green* Business Administrator *Am...* Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2/11/03											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
BRENNAN	✓			GAUGHAN	✓			HEALY	✓		
DONNELLY	ABSENT			MALDONADO	✓			VEGA	✓		
LIPSKI	✓			RICHARDSON	✓			SMITH, PRES.	✓		

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.
L. Harvey Smith L. Harvey Smith, President of Council *Robert Byrne* Robert Byrne, City Clerk

✓ Indicates Vote

N.V.--Not Voting (Abstain)

AGREEMENT

BETWEEN

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

AND

ASSOCIATION OF NURSES IN PUBLIC HEALTH

JANUARY 1, 2001 THROUGH DECEMBER 31, 2004

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PREAMBLE

This Agreement is made and entered into this day of
2003 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, N.J.S.A. 34:13A-1 et seq., and to formalize agreements reached
through negotiations conducted in good faith between the City and 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 of 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 his/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 his/her designee.

b. The Director of Nurses or his/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 Step one and Two, then the ANPH shall have the right to submit such grievance to the Director of Health & Human Services or his/her 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 Step 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 his/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 ANPH.

D. Miscellaneous Provisions.

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

2. Nothing herein shall prevent any employee from processing his/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 disturb or interfere with the orderly operation of the Department of Health & Human Services.

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 Rights Article of this Agreement.

ARTICLE IV

SENIORITY

A. Definition

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

ARTICLE V

WORK SITES/TRANSPORTATION EXPENSE REIMBURSEMENT

A. Public Health Nurses are not expected to visit work sites where the safety or welfare of the nurse is threatened.

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

C. Transportation Expense Reimbursement

1. All part-time nurses who use their personal vehicles will be compensated at the rate of \$7.50 per day, regardless of the number of times the vehicle is used in any one day, providing compliance with the following:

a. That the employees have written authorization from their Department Directors or his/her designee;

b. That the travel stops are properly documented on forms provided by the City.

ARTICLE VI

WORK HOURS AND OVERTIME

A. For full-time nurses, the work week shall consist of not more than thirty-seven and one half (37-1/2) hours in five (5) days, thirty-two and one half (32-1/2) working hours and one (1) hour lunch period per day.

B. Part-time employment is defined as less than thirty-seven and one half (37-1/2) hours per week.

C. Part-time Clinic Nurses hired prior to October 1, 1997 shall work in accordance with their current schedule; part-time nurses hired after October 1, 1997 shall work the days and hours assigned by management.

If additional hours or days, beyond the current schedules in effect on October 1, 1997, are required by management, those additional hours/days shall be staffed in the following manner:

1. Volunteers will be solicited to work the additional hours/days.

2. If the number of volunteers exceeds the required amount needed for staffing, the City will assign the additional hours/days in order of seniority.

3. If the number of volunteers fails to provide the required staffing, volunteers will first be assigned in seniority order and the remaining hours/days will be assigned based upon inverse seniority.

D. The City shall have the right to institute a new shift in the event its needs so require. The City will provide two (2) weeks 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.

Overtime

A. Employees who are authorized to work in excess of their regularly scheduled work week shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours so worked beyond forty (40) shall be compensated at time and one-half (1-1/2x) except Sunday which will be paid at double time (2x).

For purposes of determining "hours worked", vacation leave with pay, personal business days with pay and paid holidays will count. All other time, whether with or without pay shall not count as hours worked.

For purpose of determining the days of the week relative to the forty (40) hours threshold, the work week will start on Monday and end on Sunday.

B. Any employee who is required to work on a holiday shall receive triple the (3x) regardless of whether they forty (40) hour threshold is reached.

C. 1. Employees who are recalled on emergency work shall receive a minimum guarantee of four (4) hours at the appropriate overtime rate, provided, however, the city shall have the right to retain the employee for the four (4) hours.

2. If the City, in its sole and exclusive discretion, permits a recalled employee to return home prior to the expiration of the four (4) hour period, that employee shall not qualify for an additional four (4) hours of recall pay in the event another emergency call is received within the initial four (4) hour period which necessitates that employee's return to duty to attend to the emergency.

3. An employee who receives an emergency call at the

end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employees who so delay shall be subject to disciplinary action.

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

E. Overtime shall be awarded based upon a rotating seniority list within each section.

F. Overtime work shall be voluntary, except in emergencies. There shall be no discrimination against any employee who refuses to work overtime.

G. Overtime rates will be based upon an employee's hourly salary.

H. For the purposes of computing overtime, the following formula shall prevail:

0-15 minutes - No overtime payment

15-30 minutes - ½ hr. at the appropriate rate.

30 minutes and over - 1 hour at the appropriate rate.

I. Any nurse required to attend an in-service program or course outside his/her normal work hours shall be compensated at the appropriate rate.

2. Equal 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 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

... .. in any reductions 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.

TEMPORARY STATUS

A. The ANPH and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" 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 other than those set by the New Jersey Department of Personnel, the City agrees to submit to the ANHP 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 of 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 assignments 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. Full-time 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 full-time employees hired after January 1, 1982, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave. Employees hired on or after October 13, 1993 shall be entitled to sick leave payment up to a maximum of eighty (80%) percent of thirty (30) sick days.

b. In the event an employee suffers a bona fide long term illness and has attained ten (10) years of service in the employ of the City prior to incurring such illness, he may apply to the review committee to restore up to thirty (30) days of sick leave used thereby, if the illness takes place within the two (2) years immediately prior to retirement. The committee shall consist of one (1) representative of the Union and one (1) representative of the City. The committee shall consider the length and merit of service in reaching a decision. If the committee members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set forth herein, and the arbitrator's decision shall be binding.

2. 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 provide the insurance coverage set forth below.

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.

4. Part-time nurses working twenty (20) hours or more per week, in addition to receiving a pro rata share of Annual Leave, Sick Leave, Personal Business Days and Holidays will also be entitled to participation in the Health Benefits Program contained in the agreement.

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 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 for such claims.

E. For all employees hired before October 13, 1993, the City will provide a Family Prescription Plan. The co-payment paid by the employee will be eight (\$8.00) dollars for brand name drugs and four (\$4.00) dollars for generic drugs per prescription.

For all employees hired after October 13, 1993, the City will provide a Prescription Plan for employees only, that is no dependent coverage will be provided. The co-pay will be eight (\$8.00) dollars for brand name drugs and four (4.00) dollars for generic drugs per prescription.

F. The City will provide an optical plan to employees to a maximum reimbursement of Seventy-five (\$75.00) Dollars per year.

Effective November 1, 1997, the City will provide an optical plan to employees and their dependents to a maximum reimbursement of Seventy-five (\$75.00) Dollars per year.

G. The City will maintain the current Dental Program for the life of the-agreement.

Effective November 1, 1997, the City will maintain the current Dental Program for the life of this agreement for employees and their dependents.

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

ARTICLE XIII
BULLETIN BOARDS

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

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

ARTICLE XIV

WAGES

- A. For all part-time nurses, salaries shall be set forth in the following guide:

<u>Year of Service</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>
0-5 yrs. completed	23.52	24.22	24.92	25.62
6-10 yrs completed	23.74	24.44	25.14	25.84
11-15 yrs. completed	23.97	24.67	25.37	26.07
16+ yrs. completed	24.20	24.90	25.60	26.30

- B. If an employee is on extended leave, his/her check may be mailed upon written authorization from the employee.
- C. Any error in an employee's pay check of six(6) hours or more shall be corrected by a supplemental check within eight(8) days.
- D. 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.
- E. Any retroactive wages which are forthcoming will be paid in a separate check.

ARTICLE XV

UNIFORM ALLOWANCE

A. The Uniform Allowance for part-time nurses will be \$150.00 per year. Effective January 1, 1997, the Uniform Allowance for part-time nurses will be \$175.00 per year.

ARTICLE XVI

HOLIDAYS

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

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election (November) Day
- Veteran's 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.

D. Effective December 31, 1995, part-time nurses will no longer receive holiday pay as part of a bi-weekly check.

Instead, this amount of holiday pay will be calculated as follows:

1. Take number of days worked per week and divide by the number of workdays per week.
2. Take the result of calculation No. 1 and multiply by the length of the work day.
3. Take result of calculation No. 2 and multiply by the number of holidays provided.
4. Take result of calculation No. 3 and multiply by the portion of the year worked.

5. Take result of calculation No. 4 and multiply by hourly pay rate in effect as of December of the prior calendar year.

Illustration:

Part-time nurse who worked 3 days per week, 6 hours per day, who took a three (3) month leave of absence and earns \$20.81 per hour as of January 1, 1997.

1. 3 days worked per week divided by 5 in a work week
= .6
2. .6 x 6 hours in a work day = 3.6.
3. 3.6 x 14 holidays per year = 50.4.
4. 50.4 x .75 (portion of year worked) = 37.8
5. 37.8 x 20.21 (hourly rate as of December 31, 1996)
= \$763.94.

E. Part-time nurses will receive a separate check for holiday pay during January of the succeeding calendar year. The hourly rate utilized in determining holiday pay will be the hourly rate in effect as of December 31 of the preceding calendar year.

F. Part-time nurses leaving the employ of the City will receive a prorated share of the Holiday Pay in a separate check. The prorated amount will be determined by the amount of full months worked in the year of departure.

ARTICLE XVII

VACATION

A. All permanent employees hired prior to October 13, 1993 shall receive a 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 through 4th full calendar year of service	-	20 working days
* 5th through 14th full calendar year of service	-	25 working days
15th calendar year and over	-	30 working days

All permanent employees hired between October 13, 1993 and December 31, 1996 shall receive a vacation allowance in accordance with the following schedule:

Up to the end of the 1st calendar year of service	-	1 working day for each month
Next full calendar year through 4th calendar year of service	-	15 working days
5th through 14th full calendar year of service	-	20 working days
15th calendar year and over	-	25 working days

All permanent employees hired after December 31, 1996 shall receive a vacation allowance in accordance with the following

schedule:

Up to the end of the 1st calendar year of service	-	1 working day for each month
Next full calendar year through 4th calendar year of service	-	13 working days
5th through 14th full calendar year of service	-	18 working days
15th calendar year and after	-	20 working days

All temporary employees shall receive a vacation allowance in accordance with the following schedule:

Up to the end of the 1st calendar year of service	-	1 working day for each month (not to exceed 10 days)
Every year thereafter	-	10 working days

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

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

D. Vacations shall be prorated in the retirement year.

E. Part-time nurses shall receive a pro-rata share of vacation allowance. Pro-rata shall mean the total number of hours normally scheduled to be worked to a thirty-seven and one half (37-1/2) hour work week.

ARTICLE XVIII

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 permanent 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 set forth above.

3. All temporary employees shall be entitled to one (1) working day for each month, not to exceed 10 days in the first calendar year of service, and then ten (10) working days for each calendar year thereafter.

4. Part-time nurses shall receive a pro-rata portion of sick leave.

C. Reporting and Absence on Sick Leave.

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

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

3. An 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 as set forth in the City's Sick Leave Monitoring Policy 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 XIX

LEAVE OF ABSENCE

A. The City in its sole and exclusive discretion, may grant the privilege of an unpaid leave of absence for good cause 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 at least two (2) years. An employee who desires a leave of absence must submit a written request to his/her supervisor at least one (1) month prior to the beginning of the requested leave, setting forth 1) the reason for the leave of absence and 2) the reason for the length of time requested. A leave of absence shall not be granted in order for an employee to work at another job except when the other job is within the Municipal Government of the City, including autonomous agencies. In the event an employee on leave of absence is found to be working at another job, the approval for the leave of absence shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.

B. Such leaves of absence may be renewed for an additional period, not to exceed six (6) months upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole and exclusive discretion of the City.

C. Leave without pay shall be provided in compliance with the Civil Rights Act of 1964, as amended and the state and Federal Family Leave Acts.

ARTICLE XX
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. Effective January 1, 2003, in the event of a death in the eligible employee's immediate family, the employee shall be entitled to time off with pay for a period of four(4) work days beginning from the day of death.
- C. Immediate family, for the purpose 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.
- D. 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.
- E. Payment shall only be made for such of the five(5) days as falls upon a regularly scheduled working day.
- F. Reasonable verification of the event shall be required.

ARTICLE XXI

MANAGEMENT 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 XXII

ANPH RIGHTS

A. Authorized representatives of the ANPH, not to exceed two (2), shall be permitted to visit Child Health Clinics, and Visiting Nurse Stations, and the Supervisor's and Director of Public Health Nurses offices during their lunch periods or their 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 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 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 XXIII

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 XXIV

PROFESSIONAL ADMINISTRATIVE LEAVE (P.B. DAYS)

A. 1. All nurses in the Bargaining Unit hired prior to October 13, 1993, will receive a pro-rata share of three (3) Administrative Leave Days with pay, which may be accumulated for the next succeeding year only in accordance with the current practice for accumulating vacation.

2. All nurses in the Bargaining Unit hired after October 13, 1993 will receive a pro-rata share of two (2) Administrative Leave Days with pay, which may accumulate for the next succeeding year only in accordance with the current practice for accumulating vacation.

B. No employee shall be entitled to accumulate or utilize these days until they have completed one (1) year of service with the City.

ARTICLE XXV

SAFETY & 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's physicians who are on duty.

C. It is agreed that the nurse at his/her own discretion shall determine when to or when not to use public transportation in traveling between assignments 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.

F. A Safety Committee, comprised of two (2) members appointed by and representing the City and two (2) members appointed by and representing the ANPH, shall be established.

ARTICLE XXVI

STORAGE OF NURSE'S POSSESSIONS

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

ARTICLE XXVII

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/she is being assigned, or the minimum pay of the title to which he/she 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. (1) 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 day of such out-of-title service. In order to qualify for out-of-title pay, the employee's Division Director, or his/her designee, must assign the higher title work and approve out-of-title pay prior to performance of such work.

(2) This benefit will apply to both full and part-time nurses.

ARTICLE XXVIII

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 XXIX

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 XXX

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 operations 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 XXXI

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 XXXII

PART-TIME EMPLOYEES

A. 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) but no other benefits except as specifically provided.

B. 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.

C. Pro-rata shall mean the total number of hours normally scheduled to be worked to a thirty-seven and one-half (37-1/2) hour work week.

ARTICLE XXXIII

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 XXXIV
TERMS AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2001 and shall remain in effect to and including December 31, 2004 without any reopening date.

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

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

ASSOCIATION OF NURSES IN
PUBLIC HEALTH

BY: Mary Patricia Collins

CITY OF JERSEY CITY

BY: Carlton McGee
Carlton McGee
Business Administrator

WITNESS:

BY: Patricia DiMuro

WITNESS:

BY: Robert Byrne
Robert Byrne
City Clerk