

*Contract no. 1302*

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**AGREEMENT**

**Between**

**THE CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY .**

**and**

**THE ADMINISTRATIVE HEALTH PROFESSIONALS ASSOCIATION**

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**JANUARY 1, 1988      THROUGH      DECEMBER 31, 1990**

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PREAMBLE

THIS AGREEMENT made and entered into this 21<sup>st</sup> day of July, 1989 by and between The City of Jersey City, hereinafter known and designated as the "City", and the members of the ADMINISTRATIVE HEALTH PROFESSIONALS ASSOCIATION, hereinafter known and designated as the "A.H.P.A."

The within Agreement is made to effectuate the policy of Chapter 303 of the laws of New Jersey of 1968, RS:34:13A-1, et seq. (hereinafter known as "Chapter 303") and to formalize Agreements reached through negotiations conducted in good faith between the City and the A.H.P.A. with respect to terms and conditions of employment.

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

Now, therefore, it is Agreed as follows:

ARTICLE I

AHPA RECOGNITION

A. The City hereby recognizes the AHPA as the sole and exclusive representative of all temporary and permanent employees who hold the title of Director of Public Health Nursing and Assistant Director of Public Health Nursing are covered under this agreement for the purpose of bargaining with respect to rates pay, wages, hours of work, and other working conditions.

B. Reference to "Supervisory Personnel" in this contract shall mean all members of this bargaining unit.

ARTICLE II

GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the AHPA as quickly as possible so as to insure efficiency and promote employees' morale.

B. DEFINITION

A Grievance is a claim involving the interpretation, application or violation of those policies, agreements or administrative decisions affecting the terms and conditions of employment as provided for in the provisions of this Agreement.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance by discussing the matter with her immediate supervisor and AHPA representative. Failure to act within the said ten (10) working days shall be deemed to constitute an abandonment of the grievance. In the event of a continuing violation, however, the employee shall have a right to institute action under the provisions of this procedure, but the liability of the City shall be limited to ten (10) days prior to the filing date of the grievance.

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

STEP TWO:

(a) If the grievance is not settled by Step One, then the AHPA shall have the right to submit such grievance to the Director of Human Resources or his designee.

(b) A written answer to said grievance shall be served upon the individual and the AHPA within ten (10) working days after submission.

(c) Unless otherwise precluded, arbitration will be limited to the express terms of this written Agreement. If the grievance involves the assignment or transfer of personnel under Article XX, it is expressly agreed that a decision by the Director of Human Resources will be binding on all parties.

STEP THREE:

(a) If the grievance is not settled through Steps One and Two, 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 grievance under the provisions of the Civil Service Act, then the AHPA 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 arbitration shall be borne equally by the City and the AHPA.

D. MISCELLANEOUS PROVISIONS

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

2. Nothing herein shall prevent any employee from processing his 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 AHPA agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension of work and may disturb and interfere with the orderly operation of the Department of Human Resources.

ARTICLE III

AHPA NOTIFICATION

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the AHPA before they are established, except as limited by the management's rights clause.

ARTICLE IV

SENIORITY

A. Seniority is defined as length of service in title, so long as consistent with Civil Service rules and regulations.

B. In the event a vacancy occurs which is desired by more than one Nurse Supervisor, selection of certified candidates will be made by the Director of Human Resources or his designee.



ARTICLE V

[REDACTED]

ARTICLE V

DUES CHECK-OFF

A. The City agrees to deduct the monthly AHPA membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the AHPA, and the aggregate deduction for all employees shall be remitted, together with an itemized statement, to the Treasurer of the AHPA by the fifteenth (15th) of the current month after deductions are made.

B. Any written designation to terminate authorization for check-off must be received in writing by the City and the AHPA, and the filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

C. The AHPA is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation.

D. At their request, nurses who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deductions previous to their leave.

## ARTICLE VI

### HOURS OF DUTY

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

B. Employees shall work in accordance with their current hourly schedule, e.g., 8:30 - 3:30; 9:00 - 4:00. The above schedules will be adhered to except in special situations requested by individual employees to alter the working schedule for the convenience of the employees, provided the best interests of both the employee and the Department of Human Resources is served.

C. The City shall have the right to establish a new shift in the event its needs so require for a hospice program. The Union shall be given thirty (30) days notice of such intended change.

## ARTICLE VII

### TEMPORARY STATUS

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

B. Temporary transfer of service in title may not exceed twenty-four 24 months.

ARTICLE VIII

NEWLY CREATED POSITIONS

A. If in the opinion of the City, an open position demands additional qualifications that those set by Civil Service, the City agrees to submit to the AHPA the additional criteria for comment prior to submitting the same to the Department of Civil Service for approval. It is agreed that this clause is not subject to the grievance procedure.

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

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply.

C. In the case of multiple applications the employee shall be appointed in accordance with Civil Service regulations.

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

ARTICLE IX

PENSION AND RETIREMENT

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

B. TERMINAL LEAVE

1. (a) Administrators employed prior to the date of execution of this Agreement who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed the retiring administrator.

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

2. In the event an employee suffers a bona fide long term illness, he may apply to a review committee to restore the sick leave used thereby, if the illness takes place within the five (5) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. If the Committee members cannot agree, an arbitrator will be selected pursuant to the Contractual Grievance procedure set forth herein, and his decision shall be binding.

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

ARTICLE X

INSURANCE, HEALTH AND WELFARE

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

For all benefits where the 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.

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

B. The City shall provide Life Insurance in the amount of Ten Thousand (\$10,000.00) Dollars and accidental death and dismemberment insurance in the amount of Ten Thousand (\$10,000.00) Dollars for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to Five Thousand (\$5,000.00) Dollars.

C. Hospitalization:

Employee shall receive a 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 after July 1, 1972, in accordance with State Statute covering same.

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

E. The City will provide a family prescription plan. The maximum any employee will have to pay is \$2.00 on prescription.

F. The City will provide an optical plan to employees and their families - \$75.00.

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

C. Hospitalization: Employee 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 after July 1, 1972, in accordance with State Statute covering same.

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

E. The City will provide a family prescription plan. The maximum any employee will have to pay is \$2.00 on prescription.

F. The City will provide an optical plan to employees and their families - \$75.00 effective January 1, 1987.

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



ARTICLE XI

UNION PRIVILEGES

Two (2) members selected by the AHPA shall be permitted to attend seminars, workshops, annual meetings of professional associations, conventions, etc., for maximum of five (5) days at any one time - the total not to exceed fifteen (15) days in a calendar year so long as departmental operations are not impeded. Such request shall not be arbitrarily denied. Said members shall be paid straight time. In addition, if a member is assigned to attend such functions, the City reimburse all registration fees, charges for materials, food, transportation costs and lodging for out of City meetings. No such reimbursement shall be made for any expenses arising out of seminars, workshops, meetings or conventions of any labor organizations.

ARTICLE XXI

SALARIES, LONGEVITY, & ALLOWANCES

A. Salaries

The base salaries for the A.H.P.A. will be as follows:

	<u>Jan. 1988</u>	<u>Jan. 1989</u>	<u>Jan. 1990</u>
Assistant Director	\$39,394	\$41,594	\$43,794
Director	\$41,389	\$43,589	\$45,789

B. Degree differential shall be as follows and will be included in salary for pension purposes only:

MS or MA - \$1,000.00

C. Uniform Allowance:

Field Supervisors - \$500.00

D. Longevity

(a) All employees shall receive longevity payment in addition to and based upon their Base Salary as provided below.

(b) Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service.....	\$200.00
After ten (10) years of service.....	\$400.00
After fifteen (15) years of service.....	\$600.00
After twenty (20) years of service.....	\$800.00
After twenty-five (25) years of service....	\$1,000.00
After thirty (30) years of service.....	\$1,200.00
After thirty-five (35) years of service.....	12%
of Base Salary as set forth in Paragraph (a).	
After forty (40) years of service.....	14%
of Base Salary as set forth in Paragraph (a)	

ARTICLE XIII

OVERTIME

A. Supervisory personnel will not be required to work on Saturday, Sunday, or Holidays.

B. If there is any emergency requiring a member of this unit to work overtime, such time will be compensated at the following rates:

(1) Employees working overtime on Sundays shall be compensated at two (2) times their regular hourly rate. Employees who work in excess of the normal thirty-five (35) hours work week shall be compensated on the basis of one and one half (1-1/2) times the regular hourly rate.

(2) Nurses working on any of the holiday set forth in this Agreement shall receive as overtime pay triple times their daily rate of pay.

(3) For purposes of computing overtime, the following formula shall pertain:

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

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

ARTICLE XIV

TUITION REIMBURSEMENT

A. All members of the AHPA who take graduate courses which are job related, as determined by the Director of Human Resources or his designee, whether matriculated or not matriculated, will receive tuition reimbursement.

(1) Reimbursement will be made upon submission of receipted bills and proof of successful completion of course or courses to the committee.

(2) Tuition reimbursement shall not exceed \$450.00 per year per participant. However, participant (s) may be reimbursed fully when charges go beyond \$450.00 per year providing all other participant (s) claims are satisfied and monies remain in budgeted total.

(3) Maximum budgeted total allocated for the program is not to exceed \$1,800.00 per year.

(4) All courses as outlined above must be taken after working hours.

(5) Prior written approval by the Director of Human Resources, or his designee, is required for course work.

ARTICLE XV

MEAL PERIODS

A. All employees shall be granted a lunch period of one hour during each working shift.

ARTICLE XVI

HOLIDAYS

A. The following fourteen (14) days shall be recognized as paid holidays and shall be granted unless the employee works on the holiday:

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

B. In addition to the holidays set forth above, nurses shall be granted any other special holidays declared by the Mayor or Council.

C. Any holiday falling on Saturday shall be celebrated on the preceeding Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

ARTICLE XVII

VACATION

A. All Supervisory Personnel shall receive paid vacation allowance at straight time rates as follows:

1 through 4 years of service...20 working days for each year.

1 through 14 years of service..25 working days for each year.

15 and over years of service...30 working days for each year.

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

C. Members of this bargaining unit who retire after January 1, 1982 shall be paid in cash for all accumulated time.

Vacations shall be pro-rated in the retirement year with a minimum of ten (10) days entitlement. If the nurse retires after July 1st, s/he shall receive the full vacation allowance for that year. Members who resign will be granted credit for vacations only on a pro-rated basis.

D. All members of this bargaining unit shall be entitled to utilize earned vacation days when desired, so long as the agency's needs are met.

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

ARTICLE XVIII

SICK LEAVE

A. All employees covered by this Agreement shall be entitled to the following sick leave:

<u>AMOUNT OF SERVICE</u>	<u>SICK DAYS</u>
Up to the end of the first (1st) calendar year	One (1) working day for each month of service
Each calendar year there-after	Fifteen (15) working days

B. Sick days not taken by employees in any year shall accumulate from year to year.

C. Unless a nurse is out of work for five (5) consecutive working days or more, she shall not be automatically required to present a doctor's verifications of her illness. However, where abuse of sick leave is suspected, acceptable medical evidence may be required by the City.



ARTICLE XIX

LEAVES OF ABSENCE

A. 1. The City may grant the privilege of a leave of absence for good cause without pay, to a permanent employee for a period not to exceed six (6) months at any one time, provided that the employee has been employed by the City on a continuous basis for six (6) months.

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

B. 1. 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.

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

3. 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 or his spouse.

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

5. Reasonable verification of the event shall be required.

C. If the employee is directed by the Director of Human Resources to attend school or to take courses to increase professional proficiency.

D. Injured in the line of duty, pursuant to Civil Service laws, Workmen's Compensation laws, and other applicable State law and local regulations. However, any amount of salary or wages paid or payable to an employee for disability leave, shall be reduced by the amount of Worker's Compensation award under the New Jersey Workmen's Compensation Act for temporary disability.

E. Any employee called into the Armed Forces of the United States during national emergency, or drafted, shall be given all the protection of applicable laws and leave of absence shall be granted wherever such requirement exists. When military compensation of an employee covered by this Agreement is less than his salary, the differential up to the amount of salary may be provided by the City as per City Resolution.

## ARTICLE XX

### MANAGEMENT'S RIGHTS

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

B. Specifically, the City reserves to itself jurisdiction to hire, assign, direct, promote, transfer and retain employees covered by this Agreement or to suspend, demote, discharge, or take disciplinary action against employees; to make work assignments, work and shift schedules; to relieve employees from duties because of lack of work, or other legitimate reasons; to determine the methods, means and personnel by which City operations are to be conducted; to establish reasonable work rules.

C. 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 XXI

AHPA RIGHTS

A. The President of the AHPA shall be granted a reasonable amount of agency time with pay to administer the provisions of this contract so long as agency functions are not impeded.

ARTICLE XXII  
DISCIPLINARY ACTION

A. Disciplinary Action(s) shall be limited to:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

B. If the employer feels there is a just cause to transfer, or discharge a nurse for Disciplinary reasons, the nurse and the P.H.N.S.A. will be notified in writing as to the cause.

C. A decision at Step Three of the Grievance Procedure will be binding for any grievance brought as the result of an oral or written reprimand or a first suspension of less than five (5) days.

ARTICLE XXIII  
TRAVELING EXPENSES

A. Transportation Expense Reimbursement

1. All Full-Time Employees who use their own vehicles will be compensated at the rate of One Hundred Twenty (\$120.00) Dollars per month, providing they comply with the following:

a. That the employees have written authorization from their Department Directors.

b. That they actually use their own vehicles at least fifteen (15) days in connection with City Business during any calendar month on which they have their Director's authorization. For the purpose of this Article, an employee shall be considered to have use his/her vehicle on any day on which s/he makes one trip on City Business.

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

2. Reimbursement will only be made on a monthly basis, providing that signed vouchers by their Directors accompany their request. No payment to exceed One Hundred Twenty (\$120.00) Dollars per month.

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

4. Part-Time Employees shall receive a pro-rated amount of reimbursement.

B. Supervisors using public transportation shall be reimbursed for out-of-pocket expenses.

C. Supervisors shall be supplied with Official "Public Health" Identification for their vehicles.

D. For out of City Authorized Travel, compensation shall be made at the City Mileage Rate.

ARTICLE XXIV

DRUG DISCOUNT PROGRAM

The Drug Discount Program currently in effect for Medical Center nurses shall be made available to members of this bargaining unit subject to continued approval by the Medical Center.

ARTICLE XXV

PROFESSIONAL ADMINISTRATIVE LEAVE

All Supervisors in the bargaining unit shall receive three (3) days Administrative Leave with pay (Personal Days), which shall not be cumulative from year to year.

ARTICLE XXVI

SAFETY AND HEALTH

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

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

ARTICLE XXVII

EMERGENCY DEFINED

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

ARTICLE XXVIII

STORAGE OF ADMINISTRATOR'S POSSESSIONS

The employer shall make every effort to see that an administrator is supplied with a desk to store his/her possessions during his/her tour of duty.

ARTICLE XXIX

POLICY RECOMMENDATIONS

The AHPA may recommend or suggest changes in the Department of Health and Welfare policies and decisions affecting the welfare of patients and nurses alike. It is expressly understood that this clause is not subject to arbitration.

ARTICLE XXX

IN-SERVICE PROGRAMS

AHPA may contribute program suggestions for educational programs as well as for in-service programs. It is agreed this clause is not subject to arbitrations.

ARTICLE XXXI

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 XXXII

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 hereof.

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 XXXIII

ELIGIBLE EMPLOYEES

The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits shall also accrue to those employees promoted after the date of signing of this Agreement.



ARTICLE XXXIV

OUT-OF-TITLE- AND 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, she shall revert to the original salary.

B. OUT OF TITLE WORK

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

ARTICLE XXXV

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this Agreement, neither the Union nor 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 for duty, or willful absence of any employee from his/her 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, walk out or other action which interferes with the full and complete normal operation of the employer). The Union agrees that any such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown or walkout or job action, it is covenanted and agreed that participation in any such activity by an employee, covered under the terms of this Agreement, shall be deemed grounds for termination or employment of such employee or employees, subject however to the application of the rights afforded permanent personnel under the Civil Service Law.

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

ARTICLE XXXVI

PART-TIME EMPLOYEES

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

B. Part-Time employees working less than 30 hours per week shall receive a pro-rated share of time-off (e.t. vacation, holidays, sick leave, personal days, bereavement leave) and a pro-rata share of the wage increases herein provided, but no other benefits except as specifically provided.

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

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

ARTICLE XXXVII

"ON-CALL" DUTY

The City will have the right to implement the 24 Hour beeper status operation based on an hourly rate for such work of \$2.00. Procedural details, including the opportunity for voluntary scheduling, security, pay for work performed while on "On-Call" Duty, and supervision will be worked out subsequent to this date.

ARTICLE XXVIII

TERM AND RENEWAL

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

This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a Successor Agreement shall commence on October 1990.

WITNESS:

Luigi Ippolito 7/21/89

WITNESS:

Robert Byrne  
CITY CLERK

LI:mct

CITY OF JERSEY CITY

BY: Gerald M. Carr  
MAYOR

THE ADMINISTRATIVE HEALTH  
PROFESSIONALS ASSOCIATION

BY: Marva Pal