

3-0125

THIS BOOK DOES NOT CIRCULATE

AGREEMENT ENTERED INTO THIS 11th day of September, 1973,

by and between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" or the "Employer" and the PUBLIC HEALTH NURSES ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE I
RECOGNITION

1. The City hereby recognizes the Public Health Nurses Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all permanent and temporary Public Health Nurses employed by the City who have completed ninety (90) calendar days probationary period, but excluding all other employees including the Director, Supervisors and clerical personnel.

2. 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.

ARTICLE II
CHECKOFF

Upon receipt of written authorization, the Employer shall deduct Association dues weekly, on a pro rata basis, and shall remit the monies collected to the Association once each month, not later than the 15th of the month. The Association agrees to indemnify and hold harmless the City from any causes of action, claims, loss or damages incurred as a result of this clause.

All deductions under this Article shall be subject to revocation at the termination of this Agreement by the employees who executed such assignments, upon giving written notice to that effect thirty (30) days prior to the expiration date of this Agreement. Such notice shall be given to the Association and the City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any monies whatever under such assignments.

Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding check in payment of such

ARTICLE II
CHECKOFF (Cont'd)

deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

If any provisions of this Article are invalid under Federal law, or the laws of the State of New Jersey, said provisions shall be modified to comply with the requirements of Federal or State Laws or shall be renegotiated for the purpose of adequate replacement.

ARTICLE III
BAN ON STRIKES

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

1. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that they will not engage in, encourage or sanction strikes, slowdowns, lock-outs, mass absenteeisms or other similar action which would involve suspension of or interference with normal work performance.

2. The City shall have the right to discipline or discharge any employee participating in such activities as are prohibited in paragraph 1 hereof.

ARTICLE IV
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Health Department, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the City. Accordingly, the City retains the following rights, except as they may be abridged in this Agreement, including, but not limited to selection and direction of the force: to hire, to suspend or discharge for just cause; to assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for legitimate reasons; to decide on the number and location of facilities, etc.,; to determine the work to be performed, amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and the

ARTICLE IV
MANAGEMENT RESPONSIBILITY (Cont'd)

control of equipment and materials,; and to purchase services of others,
contract or otherwise.

ARTICLE V
WAGES

Regular, full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Four Hundred (\$400.00) dollars per year, retroactive to January 1, 1973. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

The following schedule will apply for the year 1973:

Public Health Nurse - Range 7 -- Min. - \$8,174 -- Max. - \$9,330 - Inc. \$289
4 Steps

Regular, full-time employees covered by this Agreement shall be entitled to an across-the-board wage increase of Four Hundred (\$400.00) dollars per year, effective January 1, 1974. Those covered employees eligible within the terms of the City's present salary schedule shall receive one (1) increment.

The following schedule will apply for the year 1974:

Public Health Nurse - Range 7 -- Min. - \$8,574 -- Max. - \$9,730 - Inc. \$289
4 Steps

ARTICLE VI
CLOTHING ALLOWANCE

All Public Health Nurses covered by this Agreement, who are employed by the City as of April 1, 1973, will receive \$115.00 Clothing Allowance for the year 1973.

All Public Health Nurses covered by this Agreement, who are employed by the City as of April 1, 1974, will receive \$125.00 Clothing Allowance for the year 1974.

Said payment will be made as soon as possible after the adoption of the Budget each year.

Employees shall be responsible for proper maintenance of all clothing purchased. Clothing shall not be used by the employees except during the performance of assigned, departmental duties.

ARTICLE VII
DISCIPLINE AND DISCHARGE

Suspension, discharge and demotion for disciplinary purposes shall be only for good and just cause and will be in accordance with the provisions of Article VIII herein and rule 4:1-16.8 and 4:1-16.9 of the Civil Service Rules and shall be subject to the Grievance & Arbitration procedure as herein set forth.

ARTICLE VIII
GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any differences or dispute should arise between the City and the Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee's knowledge thereof, whichever is later:

- STEP 1. Between the aggrieved employee and his immediate superior. If no satisfactory agreement is reached within three (3) working days, then
- STEP 2. between an official of the Association in conference with the Director or his designee; should no acceptable agreement be reached within an additional three (3) working days
- STEP 3. the matter may be referred to arbitration by the City or the Association, only.

Either party may notify the other in writing, by certified mail, not later than ten (10) calendar days after receipt of the written response of the Step 2 meeting of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) calendar days, the moving party may request the American Arbitration Association to designate the arbitrator in accordance with AAA rules and regulations.

The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish any wage rate. The decision shall be final and binding. The cost of arbitration shall be borne equally by both parties.

ARTICLE VIII
GRIEVANCE PROCEDURE AND ARBITRATION (Cont'd)

Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties unless such other Agreement is related to present Agreement; (b) involves issues not covered by the terms and conditions of this Agreement; (c) would require an arbitrator to rule on, consider or decide a modification of negotiated rates of pay; (d) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management to assign or reassign work, provided such elements of a job assignment or assignment or reassignment of work does not conflict with provisions of this Agreement; (e) pertains in any way to the administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; (f) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period. Nothing contained herein, where arbitration is not obtainable, shall prevent or bar the Association or the City of Elizabeth or an aggrieved employee from seeking redress through litigation in the courts.

ARTICLE IX
SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire for the purpose of benefits and is defined to mean the accumulated length of continuous service as a Public Health Nurse with the City for the purpose of layoff, recall from layoff, filling of vacancies, assignments or reassignments, and promotions. An employee's length of service shall not be reduced by time lost due to authorized leave with pay for a bona fide illness or injury certified by a physician or for an authorized leave without pay under limitations specified in Article XVIII. While on leave without pay, the employee does not accrue sick leave or vacation time.

ARTICLE IX
SENIORITY (Cont'd)

Seniority may be lost and employment terminated if any of the following occur:

1. Discharge for just cause
2. Resignation
3. Absence for five (5) consecutive working days without leave or notice
4. Absence for illness or injury or leave without pay for more than one (1) continuous year unless extended by the City

It is understood and agreed that in all cases of layoff and recalls from layoff, seniority shall prevail.

ARTICLE X
LONGEVITY

All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment, as follows -- if the employee's anniversary falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st proceeding the execution date of this Contract and will, accordingly, be computed on the new base salary. If an employee receives an adjustment in his salary due to promotion during the calendar year, longevity pay will not be changed until the following January 1st at which time the longevity pay will be computed on the new base salary.

The scale of longevity pay shall be as follows:

5th year of employment to completion of 9th year	2%
10th year of employment to completion of 14th year	4%
15th year of employment to completion of 19th year	6%

ARTICLE X
LONGEVITY (Cont'd)

20th year of employment
to completion of
24th year 8%

25th year of employment
and over 10%

ARTICLE XI
HOLIDAYS

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays and other holidays which may be granted from time to time to other city employees:

New Year's Day	Memorial Day	Election Day
Lincoln's Birthday	Independence Day	Veteran's Day
Washington's Birthday	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Christmas Day

2. Employees required to work on a holiday shall receive, at their option, time and one-half off or time and one-half the regular base rate of pay in addition to the straight time pay for the holiday.

3. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday. If the holiday falls on Saturday, the previous Friday shall be considered the holiday.

4. If one of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

ARTICLE XII
OVERTIME

1. Employees, when required to work overtime, will receive the first ten (10) hours, during the weekly pay period, Monday through Sunday, in compensatory time on an hour for hour basis; all over forty (40) hours in the workweek shall be paid at the rate of one and one-half times their base salary.

2. The employees' base hourly rate is the salary received before longevity has been applied.

3. The employees shall have the option to take payment in money for all over forty (40) hours or in compensatory time at the rate of one and one-half hours for each hour worked. Compensatory time shall be taken at a time when it does not interfere with the efficient operation of the department with the approval of the Director.

ARTICLE XII
OVERTIME (Cont'd)

4. All overtime, except in emergencies, shall be voluntary and no employee shall be subject to discipline or discrimination for having refused to work overtime.

5. A seniority list shall be established and maintained for selection of those to work overtime. Overtime will be rotated amongst employees on the seniority list starting with those with the most seniority. If an employee refuses an assignment to work overtime or fails to report once assigned, unless excused by the Director, she shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

6. Three (3) days's notice shall be given to employees when they are to be assigned overtime for special programs scheduled for evenings, weekends or holidays, except emergencies.

7. In the event that there is insufficient manpower qualified and available for work, the Director shall have the authority to Sub Contract for outside assistance.

ARTICLE XIII
VACATIONS

1. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year - 1 working day/month
1st 3 mos. earned but cannot spend

<u>BEGINNING</u>	<u>END</u>	
2nd year	10th year	13 working days
11th year	15th year	16 working days
16th year	20th year	18 working days
21st year	25th year	21 working days
after 25 years		24 working days

2. Vacations shall normally begin following the regular "days off" of the employee.

3. When any vacation is not taken in the calendar year, when earned, because of the employee's option, the same can be taken in the following year. Such accumulated vacation days shall be taken on a date set with the consent of the department head, but may not be extended beyond the second year.

ARTICLE XIII
VACATIONS (Cont'd)

4. The vacation period shall be the calendar year from the first day of January to the 31st day of December. Vacations shall be scheduled by the Director, giving priority to employee choice according to seniority.

5. Any Public Health Nurse covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to the date of retirement. In the event that an employee is entitled to vacation leave at the time of death, her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

6. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days vacation for that anniversary year only.

ARTICLE XIV
FUNERAL LEAVE

Leave with pay, not exceeding three (3) working days for attendance of funeral, shall be granted to employees in the event of a death in his immediate family.

Immediately family is defined as follows:

1. Mother and Father
2. Husband or Wife
3. Children
4. Brother or Sister
5. Mother-in-law and Father-in-law
6. Grandmother and Grandfather
7. Grandchildren

Special cases may be referred to the Director or his designee.

(Son-in-law)

(Daughter-in-law)

In the case of death of mother or father, husband or wife, children, brother or sister, request for an additional two (2) working days leave with pay may be made of the Director or his designee and such request will not be unreasonably denied.

ARTICLE XV
SICK LEAVE

All full-time employees are to receive sick leave on the basis of one working day per month during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

An employee shall not be reimbursed for accrued sick leave at the time of retirement or termination.

ARTICLE XVI
PERSONAL DAY

After one (1) year of service computed from the last date of hire, full-time employees may be granted one (1) Personal Leave Day during each year of this Contract for any of the following reasons:

- a. Religious observance
- b. Death of a blood relative not included in the Funeral Leave section
- c. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this Agreement provided the employee states the specific reason for the request and such is approved in writing by the department head

This day shall not be accumulative.

ARTICLE XVII
MATERNITY LEAVE

Upon request in writing to the appointing authority all permanent employees who have been certified by the New Jersey Civil Service Department and appointed permanently shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of her accrued sick leave. Otherwise, the time on leave shall be without pay. Leave shall begin with the commencement of the sixth (6th) month of pregnancy. Employee on maternity leave must return to work not more than sixty (60) days after birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement in writing from the attending physician attesting to the need for an extended leave and indicating the length of such extension. The returning employee must present

ARTICLE XVII
MATERNITY LEAVE (Cont'd)

to the Director a physician's statement certifying her ability to resume all normal duties. It is understood that the physician must be apprised of the employee's job and must indicate knowledge of same.

ARTICLE XVIII
MILITARY CLAUSE

1. Any permanent employee who enters the Armed Forces of the United States shall be granted a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years or the termination of any existing state of emergency, whichever is later. Upon the termination of such service, she will be reemployed at the rate of pay prevailing for work to which she is assigned at the time of her reemployment, provided, however, she has not been dishonorably discharged, her job or a similar one is being performed, she is physically and mentally able to perform such work, and she makes written application for reinstatement within ninety (90) days after discharge. The Director may require a medical and physical examination.

2. Any employee required to be absent from work because of National Guard training or service shall be paid in accordance with heretofore existing City practice for other City employees.

ARTICLE XIX
LEAVE WITHOUT PAY

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 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 XIX
LEAVE WITHOUT PAY (Cont'd)

3. Such request for leaves will not be unreasonably denied.

ARTICLE XX
ASSOCIATION BUSINESS

1. Meetings between representatives of the City and of the Association for the negotiation of terms of the Agreement or the handling of grievances on City time as prescribed herein should be scheduled, wherever practicable.

2. Leave of absence with pay to attend and serve as delegate to convention of the Association may be granted in writing for not less than two (2) nor more than three (3) employees, not to exceed four (4) days during a calendar year, contingent upon available manpower.

ARTICLE XXI
BULLETIN BOARDS

The Association shall be allowed partial use of the bulletin board located in the Nurses' room for the posting of notices relating to meetings and official business only.

No notice shall be posted until it has been submitted to the Director of Health, Welfare and Housing.

ARTICLE XXII
RULES AND REGULATIONS

The City may establish and enforce reasonable, binding rules and regulations in connection with its operation and maintenance of discipline provided rules and regulations are first negotiated with the Association and provided, further, prior to their implementation, copies shall be furnished to the Association.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly execute the instructions and orders of the Director and supervisors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other supervisor is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VIII of this Contract.

ARTICLE XXII
RULES AND REGULATIONS (Cont'd)

The failure of an employee to comply with such a rule or regulation may be the basis for disciplinary action subject to the right of the employee to treat such action as a grievance and subject to arbitration.

The City agrees that its officers and supervisors will not ask any employee or employees to engage in any activity which would violate accepted safety practices.

ARTICLE XXIII
WORKWEEK

The workweek shall comprise two (2) schedules:

1. from 8:30 am to 3:30 pm
2. from 9:00 am to 4:00 pm

The Director shall arrange said schedules so as to provide for the efficient operation of the department.

ARTICLE XXIV
ACTING SUPERVISORS

Acting Supervisors shall receive the minimum of the pay range of the Supervisor. However, the employee's longevity will be paid on her salary earned in her permanent title.

ARTICLE XXV
REPORTING DAY OFF

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

ARTICLE XXVI
TRAVEL ALLOWANCE

Upon execution of this Contract, all employees covered by this Agreement who are required to use privately-owned automobiles in the performance of their duties shall receive thirty-five (\$35.00) dollars per month.

ARTICLE XXVII
NOTICES TO ASSOCIATION

Copies of all general orders and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within ten (10) working days of their promulgation.

ARTICLE XXVIII
EMBODIMENT OF AGREEMENT

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

Neither this article nor this Contract shall be interpreted so as to cause any reduction in salaries or benefits which are presently in existence.

ARTICLE XXIX
ECONOMIC STABILIZATION PROGRAM

To the extent required by law, the payment of any wage, salary or other financial benefit as provided herein is specifically subject to and conditioned upon the provisions herein being approved and in conformity with the requirement as established by those agencies created as a result of the Federal Government's Economic Stabilization Program. It is specifically intended that no provision contained herein shall be in violation of any requirement or guideline imposed as a result of the Economic Stabilization Program of the President of the United States.

ARTICLE XXX
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law.

ARTICLE XXXI
TERMINATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1973 and shall remain in full force and effect through December 31, 1974, and shall be automatically renewed and extended from year to year thereafter without addition, change or amendment unless either party serves notice in writing to the other party not less than sixty (60) days before the end of the term then in existence of its desire to terminate, change, amend or add to this Agreement.

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so, have executed this Agreement the 11th day of September, 1973.

CITY OF ELIZABETH

CITY OF ELIZABETH

PUBLIC HEALTH NURSES ASSOCIATION

By: Thomas G. Dunn
THOMAS G. DUNN, Mayor

By: Barbara C. Mackin, Pres
Ann Marie Johnson

ATTEST:

John J. Dwyer
JOHN J. DWYER, City Clerk

APPROVED
AS TO FORM <u>F.M.</u>
PHYSICAL CONDITIONS
TERMS & CONDITIONS
<u>J.P.K.</u> DESCRIPTION