

ESSEX

AGREEMENT

Between:

Newark, City of
CITY OF NEWARK

ESSEX COUNTY, NEW JERSEY

-and-

New Jersey State Nurses Association (Nurses)

X January 1, 1979 through December 31, 1981

LIBRARY
Institute of Management and
Labor Relations

OCT 19 1981

RUTGERS UNIVERSITY

TABLE OF CONTENTS

| | <u>PAGE</u> |
|---|-------------|
| PREAMBLE | |
| ARTICLE I RECOGNITION | 1 |
| ARTICLE II MANAGEMENT RIGHTS | 1 |
| ARTICLE III SENIORITY | 2 |
| ARTICLE IV GRIEVANCE PROCEDURES | 2 |
| ARTICLE V ASSOCIATION REPRESENTATIVES | 4 |
| ARTICLE V (a) WORK FORCE CHANGES | 5 |
| ARTICLE VI WORK WEEK | 6 |
| ARTICLE VII OVERTIME | 7 |
| ARTICLE VIII COMPENSATION | 8 |
| ARTICLE IX HOLIDAYS | 8 |
| ARTICLE X VACATION LEAVE | 9 |
| ARTICLE XI HEALTH INSURANCE AND LIFE INSURANCE | 10 |
| ARTICLE XII SICK LEAVE | 11 |
| ARTICLE XIII LEAVES OF ABSENCE | 12 |
| ARTICLE XIV EMPLOYEE TRAINING | 13 |
| ARTICLE XV BULLETIN BOARDS | 13 |
| ARTICLE XVI EMPLOYEE PERFORMANCE | 13 |
| ARTICLE XVII TRAVEL ALLOWANCE | 15 |
| ARTICLE XVIII DEDUCTIONS FROM SALARY | 15 |
| ARTICLE XIX NO STRIKE AND NO LOCKOUT PLEDGE | 16 |
| ARTICLE XX NON-DISCRIMINATION | 17 |
| ARTICLE XXI SEPARABILITY AND SAVINGS | 17 |
| ARTICLE XXII FULLY BARGAINED PROVISIONS | 17 |
| ARTICLE XXIII PRACTICE COUNSELING | 17 |
| ARTICLE XXIV DURATION | 18 |

PREAMBLE

This Agreement, effective this 1st day of January, 1979, entered into by and between THE CITY OF NEWARK, IN THE COUNTY OF ESSEX, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City" and the New Jersey State Nurses Association, represents the complete and final understanding on all bargainable issues between the City and the Association and is designed to maintain and promote a harmonious relationship between the City and such of its employees who are covered by Article 1, Recognition in order that more efficient and progressive public service may be rendered.

ARTICLE I - RECOGNITION

The City voluntarily recognizes the Association as the exclusive collective negotiations agent for all Public Health Nurses and Public Health Nurse Pediatrics in the aforementioned Certification for the duration of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

(a) The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

(b) The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

(c) Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county, or local laws or ordinances.

ARTICLE III - SENIORITY

(a) Seniority is defined as the total length of service of an employee commencing with his latest date of hire in conformance with Civil Service Regulations.

(b) In conformance with CIVIL SERVICE and other applicable regulations, employees will be given preference in layoffs, recalls, and vacation schedules, job and shift assignments.

(c) An employee's continuous service shall be broken by voluntary resignation, discharge and retirement. However, if an employee returns to work, in any capacity within two years, Civil Service and Longevity ordinance provisions regarding restoration of Seniority shall be applied.

ARTICLE IV - GRIEVANCE PROCEDURE

(a) Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

(b) Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application, or alleged violation of the terms of this Agreement by the Association or the City.

(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 and provides that an Association representative may, at the option of the aggrieved, be present at step one and shall be present at each step of the grievance procedure thereafter, especially if the grievance should lead to a suspension.

Step One

(a) An aggrieved employee shall institute action under the provisions hereof within five (5) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) working days

Step One of Grievance Procedure, cont'd.

shall be deemed to constitute an abandonment of the grievance.

(b) The Supervisor shall render a decision within five (5) working days after receipt of the grievance.

Step Two

(a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the Division Head (or his representative) within five (5) working days following the determination by the Supervisor and following the determination of the Director of Nursing Service.

(b) The Division Head, or his representative, shall render a decision in writing within five (5) working days from the receipt of the complaint.

Step Three

(a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Division Head or within five (5) working days following the time allotted for such determination, the matter may be submitted to the Director of the Department.

(b) The Director of the Department, or his representative, shall review the matter and make a determination within five (5) working days from receipt of the complaint.

Step Four

(a) In the event the grievance has not been resolved at Step Three, then within five (5) working days following the determination of the Director of the Department, the matter may be submitted to the Business Administrator.

(b) The Business Administrator or his representative shall review the matter and make a determination within five (5) working days from the receipt of the complaint.

Step Five - Arbitration

(a) Should the aggrieved person be dissatisfied with the decision of the Business Administrator, the Association may within ten (10) working days request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

Step Five - Arbitration (cont'd.)

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Business Administrator. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto or to add new provisions to this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the arbitrator shall be borne equally between the City and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The arbitrator shall set forth his findings of facts and reasons for making the award which shall be binding on the parties within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

City Grievances

Grievances initiated by the City shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after filing a grievance between the representative of the City and the Association in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with Step Five above. In the event the City elects to withdraw the matter from arbitration, the City shall pay whatever costs may have been incurred in processing the case of arbitration.

ARTICLE V - ASSOCIATION REPRESENTATIVES

(a) Accredited representatives of the Association may enter the City facilities or premises for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union desires to have such permission from the appropriate City representatives, permission will not be unreasonably withheld, provided there should be no interference with the normal business of City government.

ARTICLE V (cont'd.)

(b) There shall be no Association meetings on City time. Association meetings may be held on City property provided such facilities are available and further provided that permission is secured in advance from the appropriate department head.

(c) The President and Chief Shop Steward may act as representative to process all grievances through the established procedure. Grievances at Step I shall be handled by the Local Association representative. The employees representatives shall be permitted to spend a reasonable amount of time to process grievances provided there is no interference ^{right word?} of City services.

(d) Employees who have been designated as negotiation representatives of the Association, up to a maximum of one from each division, shall suffer no loss in regular straight time pay for participation in Agreement negotiations, when such negotiations are scheduled during their regular working hours.

ARTICLE V (a) - WORK FORCE CHANGES

(a) Selections of candidates from an appropriate Civil Service Eligibility List when available, shall apply whenever a job opening occurs in a competitive Civil Service Job Classification.

(b) Candidates on an established promotional list shall be given preference in the filling of job openings according to Civil Service procedure.

(c) As Eligibility Lists are exhausted or are nearing their expiration date, the City will make the necessary requests of Civil Service for a new examination to insure as far as practical and possible that there will be an Eligibility List available at all times.

(d) With the exception of Veterans preference, the City will make its selection to fill a vacancy from among the three (3) highest scores on the promotional list as per Civil Service Regulations.

(e) Temporary job openings are defined as job vacancies that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason and the budget line has funds available. Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own rate, whichever is higher as per above budget consideration.

ARTICLE V (a) - WORK FORCE CHANGES (cont'd.)

(f) Demotions as used in this Article means the re-assignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification and shall be made in accordance with Civil Service procedures.

An employee who is re-assigned to his previous job from a higher classification to which he was provisionally appointed due to his inability to prove to the City that he is able to fulfill the standards of the job, or pass a Civil Service examination required for appointment to that job, or who voluntarily relinquishes the job, shall not be considered as demoted.

(g) In the event the City plans to layoff permanent employees for any reason, the City shall notify the Association of such plans before the layoff notices are issued. Layoffs will be made in accordance with Civil Service rules and regulations.

(h) The City will notify the Association at least one (1) week of any decisions involving the consolidation or elimination of jobs insofar as possible and practicable. The City will delay implementation until after the Association has had at least one discussion with the City on these decisions.

ARTICLE VI - WORK WEEK

(a) For those employees covered by this Agreement for whom the previous normal work week was thirty (30) hours per week, six (6) hours per day exclusive of the lunch period this work week shall continue until July 1, 1980. Effective July 1, 1980 the work week shall be thirty-five (35) hours per week, seven (7) hours per day, exclusive of the lunch period.

(b) The Director of the Department of Health and Welfare or his designee will give two (2) weeks written notice to employees covered by this Agreement when there is a change in that employee's working hours except in emergent circumstances. Notice is defined to include delivery of said notice by the Director or his designee to the affected employee's current work station. The parties hereby agree that this clause is not grievable within the meaning of Article IV of this contract nor subject to the arbitration provision therein.

(c) Variances shall be permitted to the Director, Department of Health and Welfare when the needs of the services require special scheduling. The Director shall discuss such variances with the Union prior to their being instituted.

(d) Insofar as possible, employees who are scheduled to report for work and who present themselves for work as scheduled shall be assigned work on the job for which they are scheduled, except when there are emergencies which require services to be maintained.

ARTICLE VI - WORK WEEK, (cont'd.)

(e) An employee called for emergency duty after he has left the premises will receive a minimum of four (4) hours of work at the rate of time and one-half. In the event such time worked is continuous with his regular shift, he shall receive the time and one-half rate only for those hours outside of the regular shift beyond forty (40) hours as noted in Article VII below.

ARTICLE VII - OVERTIME

(a) Definition of Overtime

Authorized work performed in excess of the assigned normal daily or weekly working hours for each class of positions shall be considered overtime. Overtime shall be distributed as equitably as possible and all provisions of this Article shall apply to such overtime which has been properly directed and authorized in advance by the appropriate department head or his designee.

(b) Compensatory Time-Off or Cash Payment For Overtime

1. Employees who are required to work in excess of their normal work day or work week shall be compensated in cash or compensatory time off at the discretion of the City in accordance with the schedule noted below:

a. For those employees whose normal work day is less than eight (8) hours any overtime work beyond the maximum of that work day and up to eight (8) hours shall be compensated for at straight time (one time).

b. For those employees whose normal work week is less than forty (40) hours any overtime work beyond the maximum of that work week and up to forty (40) hours in any calendar week shall be compensated for at straight time (one time) up to forty (40) hours.

c. Work beyond eight (8) hours in any day or forty (40) hours in any calendar week shall be compensated for at one and one-half (1½) time.

Employees shall have the opportunity of requesting particular compensatory days off. Such requests shall be made within five (5) working days in advance and shall be subject to the approval of the Division head. Approval of the Division head shall not be unreasonably withheld. Reasonable attempt shall be made to provide the employee with the opportunity to utilize compensatory days within the calendar year in which they were earned.

ARTICLE VII - OVERTIME, (cont'd.)

(c) Employees who are required to work on a holiday shall be compensated on the following basis:

1. Employees who are regularly scheduled to work on a holiday who have worked less than forty (40) hours in that work week shall receive straight time for all work on the holiday. Those employees who have worked forty (40) or more hours in that work week exclusive of holidays shall receive straight time for the holiday as such and time and one-half for all time worked on the holiday.

2. Employees who are required to work on a holiday on an emergency basis shall be compensated for on the following schedule:

a. Those employees who have worked less than forty (40) hours in that work week exclusive of the holiday shall receive straight time pay for the holiday as such plus double time (2 times) for all time worked on the holiday.

ARTICLE VIII- COMPENSATION

(a) Each employee covered by this agreement shall receive compensation to be effective January 1, 1979 and January 1, 1980, July 1, 1980 and January 1, 1981, as noted below and pursuant to municipal ordinance.

| <u>POSITION</u> | <u>EFFECTIVE</u> | <u>ANNUAL MINIMUM SALARY</u> | <u>ANNUAL MAXIMUM SALARY</u> |
|------------------------------------|------------------|------------------------------|------------------------------|
| Public Health Nurse | 1/1/79 | \$ 11,627.70 | \$ 14,133.00 |
| | 1/1/80 | 12,209.08 | 14,339.65 |
| | 7/1/80 | 13,565.64 | 16,488.50 |
| | 1/1/81 | 14,243.92 | 17,312.92 |
| Public Health Nurse, Pediatrics | 1/1/79 | \$ 12,819.45 | \$ 15,582.00 |
| | 1/1/80 | 13,460.42 | 16,361.10 |
| | 7/1/80 | 14,956.02 | 18,179.00 |
| | 1/1/81 | 15,703.82 | 19,087.95 |

The employees covered by this Agreement shall begin to work a thirty-five (35) hour work week effective July 1, 1980. Longevity benefits shall be granted to all employees covered by this Agreement in accordance with Ordinance 6S&Fh adopted November 2, 1966.

ARTICLE IX - HOLIDAYS

Paid holidays shall be granted to all employees subject to this Agreement in accordance with the schedule ordained by the Municipal Council to be effective commencing January of each year.

ARTICLE X - VACATION LEAVE

Employees covered in this Agreement shall be entitled to vacation leave with pay, based on their years of service and in accordance with NJSA 11:24A et. seq. and section 2:14-5 title 2 of the revised ordinance of the City of Newark, New Jersey as follows:

During an employee's first calendar year of employment, vacation leave shall be earned at the rate of one (1) working day of vacation for each month of service from his/her date of original employment continuing on this basis through the remainder of the calendar year. An employee hired on or before the fifteenth (15) of the month shall receive vacation leave credit for that month.

As of January 1, following an employee's original date of employment and for each subsequent January 1st the following schedule shall apply:

Twelve (12) working days vacation thereafter for every year and up to the completion of nine (9) years of service.

Fifteen (15) working days vacation after the completion of nine (9) years of service and up to the completion of nineteen (19) years of service.

Twenty (20) working days vacation after the completion of nineteen (19) years of service and thereafter.

For the purposes of efficient vacation scheduling and in accordance with the above schedule, an employee may be credited with vacation leave (in each appropriate calendar year) prior to the leave earned with the assumption that the employee whose service is terminated or is placed on leave of absence without pay prior to the end of the calendar year shall have all non-earned vacation leave deducted from his/her last pay check. An employee whose service is terminated between the 1st and the 15th of the month shall not receive credit for the month. An employee whose service is terminated on the 16th of the month or thereafter shall receive vacation credit for the month.

An employee who is on leave of absence without pay shall not earn vacation credits while on such leave nor shall he/she be granted prior earned credits until he/she shall return to active status. Upon absence shall have such time of his/her leave adjusted based on his/her original date of employment and shall receive vacation leave in accordance with the provisions of this Ordinance.

According to the above schedule, all earned vacation credits shall be paid to the employee or to his/her estate in case of death or termination in accordance with existing law.

An employee who is on sick leave with pay or an employee who is injured or disabled as a result of, or arising from, his/her employment shall continue to receive vacation credits in the same manner as that granted for active status.

ARTICLE X, VACATION LEAVE, cont'd.

Vacation leave can only be taken with the approval of an employee's Department Head or Division Manager and according to appropriate seniority rights.

All part-time employees shall receive vacation credit allowance on a proportionate basis. Seasonal employees are not eligible to earn vacation leave.

Vacation leave allowed for any given year should be used during the year in which it is granted. Any unused vacation leave may be carried over into the succeeding year only. Under no circumstances shall more than one (1) year of allowed vacation leave be carried over into the following year.

An employee who becomes ill or incapacitated while on vacation may, upon proper notification and verification to the appointing authority, transfer time required for illness or incapacity to available sick leave credits. However, this transfer shall not extend the date of return from vacation unless otherwise approved by the appointing authority.

Vacation leave is not transferable from one grant program to another, nor from a grant program to the City, nor from the City to the grant program. An employee involved in changes of this nature shall be paid for any vacation leave due him/her or shall reimburse the City for any time not earned similar to an employee terminating his/her services prior to the advanced time being earned. The employee shall then earn vacation leave during his/her first calendar year in the new program at the rate of one (1) day per month. However, an employee's original date of hire shall be considered in terms of credits due with regard to the tenth (10th) year of service.

In the event a general ordinance is adopted by the City of Newark increasing vacation allowances for all employees of the City of Newark then such benefits as included in the amended ordinance shall apply to the employees covered in the Agreement.

ARTICLE XI - HEALTH INSURANCE AND LIFE INSURANCE

(a) The City agrees to continue to provide Health Insurance coverage during the lifetime of this Agreement for all employees and the eligible members of their families in accordance with the current hospitalization plan: Blue Cross; Prudential 1400B Surgical Plan, Prudential Major Medical; and Medicare Part B for eligible employees.

ARTICLE XII - SICK LEAVE, cont'd.

(b) Service Credit for Sick Leave

1. All permanent employees, or full time provisional employees shall be entitled to sick leave with pay based on their aggregate 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. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill.

(c) Amount of Sick Leave

1. Sick leave with pay shall accrue to any full time employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) days in every calendar year thereafter.

2. 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.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the City shall certify to the Department of Civil Service, the employee's accumulated sick leave which shall be made a part of the employee's permanent record.

(d) Reporting or Absence on Sick Leave

1. If an employee is absent for reasons that entitled him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. The City may consider an absence by an employee without notice for five (5) consecutive days to constitute a resignation.

(e) Verification of Sick Leave

1. An employee who shall be on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating illness.

VERIFICATION OF SICK LEAVE, cont'd.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

b. The City may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. In case of death in immediate family, reasonable proof may be required.

4. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty examined, at the expense of the City, by a physician designated by the City. Such physician designated by the City may consult with the employee's physician and shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE XIII - LEAVES OF ABSENCE

(a) Employees subject to this Agreement may be granted a leave of absence in accordance with applicable Civil Service Rules for the State of New Jersey.

(b) Employee representatives shall be permitted an aggregate of six (6) working days each calendar year to attend union conventions, (e.g. three (3) employee representatives for two (2) days or two (2) employee representatives for three (3) days each.

(c) Employees who are scheduled for Jury Duty shall contact their Department Director and Personnel Director who will make a determination concerning the needs of the City, and whether or not the City will request an excuse on behalf of such employee, if the employee is thereafter assigned to Jury Duty, the City will grant a leave of absence with pay.

(d) Employees who are required, in connection with City business, to appear before a Court or other public body on any matter involving the City, shall be granted leave with pay for the period of said appearance.

ARTICLE XIV - EMPLOYEE TRAINING

(a) The City and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.

(b) The Union agrees that it will encourage members of the bargaining unit to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their field, craft, trade, profession or occupation.

2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training.

3. Realizing that not all training and development are directly related to their jobs and that they have a responsibility for self development.

(c) The City will plan and provide for training and development of employees to meet acceptable and increasing levels of competence.

(d) The City and the Union agree to meet upon written notice of either party to consider training and development programs for employees covered by this Agreement. Such programs may include partial or full reimbursement by the City for approved courses which are completed by employees.

ARTICLE XV - BULLETIN BOARDS

Bulletin Boards shall be made available by the City at each work location for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Director of the Department, or his representative may have removed from the Bulletin Boards any material which does not conform with the intent and provision of this Article.

ARTICLE XVI - EMPLOYEE PERFORMANCE

(a) The Union agrees to support and cooperate with the City in improving employee performance. In furtherance thereof the Union shall encourage all employees to:

ARTICLE XVI - EMPLOYEE PERFORMANCE, cont'd.

1. Be in attendance and punctual for scheduled work hours, unless unavoidably prevented;

2. Give such effort to their work as is consistent with the requirements thereof;

3. Avoid waste in the utilization of materials and supplies;

4. Maintain and improve levels of performance;

5. Assist in preventing accidental injury to themselves and others;

6. Cooperate in the installation of methods and technological improvements possible;

7. Assist where possible in building good will between the City, the Union and the public at large.

(b) The Union recognizes that it is the City's responsibility to determine levels of performance for its employees, and to establish standards and methods to provide services to the public in the most efficient manner possible.

(c) Pursuant to Civil Service Rules and Regulations standards for acceptable levels of performance may be established and employees evaluated by the City in relation to the duties and responsibilities of each job.

(d) An acceptable level of employee performance shall be attained only if performance is adequate and acceptable in all major aspects of the job requirements. Consideration shall be given to all aspects of performance including requisite attitudes and conduct as well as production and efficiency of work. Consistently poor judgement, lack of diligence, unpendability, inaccurate work, improper use of leave, and personal relationships which hamper individual or group effectiveness are representative of conduct and attitudes which may be the basis for disapproval of a salary increment or adjustment.

(e) Appeals from denial of a salary increment or adjustment for failure to meet acceptable levels of employee performance may be processed through the grievance procedure.

ARTICLE XVII - TRAVEL ALLOWANCE

(a) Local travel allowance shall be provided to employees covered in this Agreement to cover incurred expenses for business travel. An employee is entitled to \$50.00 per month as a maximum for each of the 12 months regardless of the number of possible working days in the month. If an employee does not travel the total possible number of travel days in a month, for each day he does not travel, the following system will be implemented:

1. For a work month with 0 through 20 possible travel days, \$2.50 will be deducted for each day not travelled.

2. For a work month that has more than 20 possible travel days, deduction will begin from the 20th day; i.e., if a month has 22 work days and an employee travels 19 days, he will be deducted for one day.

3. For an employee who travels 10 through 14 days per month, pay will be at the flat rate of \$35.00 for the month.

4. For an employee who travels 0 through 9 days per month, he will be paid at the rate of \$2.50 for each day travelled.

5. An employee travelling 15+ days is entitled to \$50.00 per month, less the deductions as explained in #1 and #2.

(b) Effective April 24, 1980, local travel allowance shall be provided to eligible employees covered in this Agreement to cover incurred expenses for business travel on behalf of the Employer at the rate of \$3.00 per diem for each working day on which the employee so travels.

ARTICLE XVIII - DEDUCTIONS FROM SALARY

(a) The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 53:14-15, 9e), as amended. Said monies together with records of any corrections shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

(b) If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of the changed deduction.

5-

ARTICLE XVIII - DEDUCTIONS FROM SALARY

(c) The Association will provide the necessary "Check-off Authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Director of Finance. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deductions, authorization cards submitted by the Association to the City or in reliance upon the official notification on the letterhead of the Association and signed by the President and Secretary of the Association advising of such changed deduction.

ARTICLE XIX - NO STRIKE AND NO LOCKOUT PLEDGE

(a) During the term of this Agreement the Association agrees on behalf of itself and each of its members that there will be no strike of any kind and the City agrees that it will not cause any lockout.

(b) The Association covenants and agrees that neither the Association, 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 an employee from his position, stoppage or work or substinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage slowdown, walkout or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

(c) In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by any Association shall be deemed grounds for termination of employment of such employee or employees subject, however, to the application of the Civil Service law.

(d) Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction of damages or both in the event of such breach by the Association or its members.

ARTICLE XX - NON-DISCRIMINATION

(a) There shall be no discrimination by the City or the Association against an employee on account of race, color, creed, sex, or national origin.

(b) There shall be no discrimination, interference, restraint, or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

ARTICLE XXI - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII - FULLY BARGAINED PROVISIONS

(a) This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(b) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXIII - PRACTICE COUNSELING

1. Due to their unique education and skills, the Regular Professional Public Health Nurses of the City of Newark shall have practice counseling with respect to the nursing practice within the confines of the Public Health Agency.

2. The Employer agrees to allow practice counseling sessions at a time and place decided by the Director of Health and Welfare for one hour every two months for these sessions. The subject matter of these sessions shall not include personal or work grievances but shall be limited to those areas which affect sound nursing practices, philosophies and standards and as approved by the Director of the Department of Health and Welfare or his authorized representative.

ARTICLE XXIII - PRACTICE COUNSELING, cont'd.

3. Attendance shall be limited to one elected ~~or~~ representative or alternate from each of the clinical areas in the Division of Health but no more than (5) persons in number may attend.

4. Minutes from the meetings shall be sent to the Director of Health and Welfare, the Director of Nursing, and the Health Offices of the City of Newark within (15) days of the date of the meeting.

5. Specific recommendations from the meeting shall be sent to the Director of Health and Welfare or his designee who shall respond, in writing, within fifteen (15) business days of receipt of same.

6. The provisions of this Article and their implementation are not subject to the grievance procedure or arbitration procedure as set forth in Article IV of this Agreement.

ARTICLE XXIV - DURATION

This agreement shall be in full force and effect as of January 1, 1979 and shall be in effect to and including December 31, 1981, without any reopening date. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Newark, New Jersey on this day of _____ 1980.

CITY OF NEWARK

BY _____

KENNETH A. GIBSON, MAYOR

ATTEST: _____

FRANK D'ASCENSIO, CITY CLERK

NEWARK PUBLIC HEALTH NURSES ASSOCIATION

BY: _____

ATTEST _____