

AGREEMENT

-between-

Newark, City of
THE CITY OF NEWARK, NEW JERSEY

-and-

NEW JERSEY STATE NURSES' ASSOCIATION

DIRECTOR, PUBLIC HEALTH NURSING SERVICE

X JANUARY 1, 1979 THROUGH DECEMBER 31, 1981

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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 (Hereinafter referred to as "NJSNA" and sometimes referred to as the Association, employee representative, having an office at 60 South Fullerton Avenue, Montclair, Essex County, New Jersey, 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 I, Recognition, in order that more efficient and progressive public service may be rendered, while recognizing the reasonable needs and requests of the employees:

ARTICLE I - RECOGNITION

In accordance with the "Certifications of Representative" of the Public Employment Relations Commission dated April 15, 1971, the City recognizes the Association as the exclusive collective negotiations agent for all employees covered under the aforementioned Certifications, and as more specifically enumerated below:

Director, Public Health Nursing Service

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 the 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 judgment and discretion in connection therewith shall be limited only by the 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, or the Association, 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.

D. Employees procedural and substantive rights under Civil Service Law shall be preserved.

ARTICLE III - SENIORITY

A. Seniority is defined as the total length of service of an employee with the City commencing with the latest date of hire in conformance with Civil Service Regulations.

B. In conformance with Civil Service and other applicable regulations, and whenever possible and practicable, employees with the greatest seniority will be given preference in layoffs, recalls, job and shift assignments and vacation schedules.

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 the Director of Nursing Service with a grievance to discuss the matter informally with the Health Officer, thereby 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 and conditions of this Agreement and may be raised by an individual, the Association or the City.

C. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method of 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.

Step One

A. The 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 the immediate supervisor, (Health Officer) for the purpose of resolving the matter informally, as noted in section A2 of this article. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance.

C. Nothing contained herein shall be construed to deny or restrict the City, or the Association, 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.

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B. The Health Officer shall render a decision within five (5) working days after receipt of the grievance from the Director of Nursing Service, the Health Officer 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 Director shall file a written signed complaint within five (5) working days following the informal determination of the Health Officer.

B. The Health Officer or his representative shall render a formal decision in writing on the respective grievance within five (5) working days from the receipt of the respective written complaint.

Step Three

A. In the event the grievance is not resolved at the Step Two Level or within five (5) working days following the determination (or the time allotted for such determination) of the Health Officer, the Director of Nursing Service may submit the matter to the Director of Health and Welfare.

B. *Construction*
Respectively, Director of Health & Welfare in cases of grievance by the Director of Nursing Service, or his respective 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 Health and Welfare, the matter may be submitted to the Business Administrator. The Business Administrator or his representative, shall review the matter and make a determination in writing within ten (10) working days from the receipt of the complaint.

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.

B. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of 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 add any amendment or supplement thereto or add to, modify, detract from, or alter in any way the provisions of 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 upon the parties, within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

F. 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 have been incurred in processing the case for arbitration.

ARTICLE V - ASSOCIATION REPRESENTATIVES

Accredited representatives of the Association may enter the City facilities or premises for the purpose of observing working conditions or have a representative enter the City's facilities or premises, it will request such permission from the appropriate City representative. Permission will not be unreasonably withheld, provided there should be no interference with the normal business of the City government. There shall be no Association meetings on City Time. Association meetings may be held on City property provided that such facilities are available and further provided that permission is secured in advance from the appropriate department head. The association shall select one employee representative from each unit to handle employee grievances. The employee representative shall be permitted to spend a reasonable amount of time to process grievances, provided that there is no interference of City services.

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 and Health Officer when the needs of the services require special scheduling. The Director and Health Officer shall discuss such variances with the Association prior to their being instituted.

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 (40) forty 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 for forty (40) hours in any calendar week shall be compensated for at time and one-half (1½) times.

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

- d. Employees who are required to work on a holiday shall be compensated in cash or compensatory time off 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 exclusive of the holidays shall receive straight time for the holiday as such and one time for all time worked on the holiday.

2. An employee who is called in to work for reasons as noted in 2a. above or on a normal day off shall be granted a minimum of three (3) hours pay at straight time.

ARTICLE VIII - COMPENSATION

A. Effective January 1, 1979 the salary ranges for the employees covered by this Agreement shall be as follows:

	<u>EFFECTIVE</u>	<u>ANNUAL MINIMUM SALARY</u>	<u>ANNUAL MAXIMUM SALARY</u>
Director, Public Health	1/1/79	\$17,187.45	\$20,881.35
Nursing Service	1/1/80	\$18,046.82	\$21,925.41
	7/1/80	\$20,052.02	\$24,361.56
	1/1/81	\$21,054.62	\$25,579.63

B. Increment steps between the minimum and maximum annual salary shall be established in accordance with the adopted ordinances of the City of Newark. The employees shall begin working a thirty five (35) hour work week on July 1, 1980.

C. All compensation procedures and increment schedules shall be according to this Agreement and applicable and adopted ordinances; however, employees not on the maximum step within the range established for the position shall advance and receive their normal increment at the time and in the manner currently in effect.

D. Longevity benefits shall be granted to all employees covered by this Agreement in accordance with the schedule ordained by the Municipal Council to be effective commencing January 1, of each year.

ARTICLE IX - HOLIDAYS

Paid holidays shall be granted to all employees covered by this Agreement in accordance with the schedule ordained by the Municipal Council to be effective commencing January 1 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 1 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 actually being 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 fifteenth (15th) of the month shall not receive credit for the month. An employee whose service is terminated on the sixteenth (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 return to employment, an employee who has been on an approved leave of 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.

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 Surgical 1400 B Plan, Prudential Major Medical, and Medicare Part B for eligible employees. Since the City is required to offer alternative coverage through a health maintenance organization, employees may exercise their option to select such alternative coverage. Any employee who chooses to join a health maintenance organization shall bear such costs of the health plan which exceed the costs of the regular City plan. The City reserves the right to change insurance carriers or provide insurance on a self-insured basis during the lifetime of the Agreement so long as substantially similar benefits but no less than those presently in effect are provided. The City shall notify the Association if such change is made. In any event there shall notify the Association if such change is made. In any event there shall be no interruption of medical benefit coverage for employees covered by this Agreement.

B. Each employee covered by this Agreement shall be covered, as per the effective date of Agreement, by the Insurance carrier of the City with a \$5,000.00 Death Benefit plan, plus \$10,000.00 Accidental Death and Dismemberment coverage.

The said benefits shall be reduced to a total of \$1,500.00 for all active employees who are age sixty-five (65) or who shall attain the age of sixty-five (65). Said total \$1,500.00 coverage shall include all employees who retire after the execution of this Agreement and who shall have served a minimum of fifteen (15) years of service with the City of Newark.

Active employee shall mean those employees who are on actual duty on the date of the Agreement with the Insurance Carrier or the date the City is authorized to be self-insured. Employees who are on sick leave, sick leave without pay, leave of absence or any other leave of absence at the effective date of the contract shall be enrolled for death benefits from the first day of actual return to assigned duty.

C. Said Death Benefit Insurance Coverage shall apply only to employees of the City of Newark and not eligible dependents.

D. A provisional employee shall have served a minimum of ninety (90) days of continuous service with the City of Newark to be eligible for coverage in all instances.

E. If this coverage is provided by a contract of insurance the liability of the City shall be limited to the terms of the contract.

ARTICLE XII - SICK LEAVE

A. General

Every employee subject to this Agreement shall be entitled to be paid sick leave benefits per annum according to Rule 14:17.14 et seq. of the Civil Service Rules for the State of New Jersey, revised April 15, 1971.

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 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 (1) 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 of Absence of Sick Leave

1. If an employee is absent for reasons that entitle 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 constitutes 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. Termination of services in this instance shall be processed according to Civil Service procedure.

E. Verification of Sick Leave

- 1. An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent on sick leave for periods totalling 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 chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one certificate shall be necessary for a period of six (6) months.
 - b. The City may require a 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 the case of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.
- 3. In case of death in the 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 to be 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 - LEAVE OF ABSENCE

A. Every employee subject to this Agreement may be granted a leave of absence according to applicable Civil Service Rules for the State of New Jersey, revised April 15, 1971.

B. Employee representatives of the Directors' Unit shall be permitted an Aggregate of six (6) working days each calendar year to attend Association Conventions.

C. (e.g. - Two (2) Representative for three (3) days each or three representatives for two (2) days each.

ARTICLE XIV - EMPLOYEE TRAINING

- A. The City and the Association 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 Association agrees that it will encourage members of the bargaining unit to maintain acceptable and increased levels of competency 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 on 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 Association 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.
- E. Employees covered by this Agreement shall be permitted and encouraged to continue their training and development in order to maintain certification.

ARTICLE XV - BULLETIN BOARDS

Bulletin Boards shall be made available by the City at each work location for the use of the Association for the purpose of posting Association 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 provisions of this Article.

ARTICLE XVI - EMPLOYEE PERFORMANCE

A. The Association agrees to support and cooperate with the City in improving employee performance. In furtherance thereof the Association shall encourage all employees to:

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 and suggest other improvements where possible.
7. Assist where possible in building good will between the City, the Association and the public at large.

B. The Association recognizes that it is the City's responsibility to determine levels of performance for 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.