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A G R E E M E N T

Between

Institute of Management  
Labor Relations

AUG 0 1985  
RUTGERS UNIVERSITY

CITY OF JERSEY CITY, City of

HUDSON COUNTY, NEW JERSEY

AND

UNITED NURSES ORGANIZATION OF JERSEY CITY

X July 1, 1982 through June 30, 1985

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PREAMBLE

This agreement made and entered into this 2<sup>nd</sup> day of OCTOBER, 1984, by and between the CITY OF JERSEY CITY, hereinafter known and designated as the "City", and the members of the UNITED NURSES ORGANIZATION OF JERSEY CITY, hereinafter known and designated as the "UNO".

The within Agreement is made to effectuate the policy of the New Jersey Employee-Employer Relations Act, R.S. 34:13A-1, et seq., and to formalize agreements reached through negotiations conducted in good faith between the City and the UNO with respect to terms and conditions of employment.

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

Now, therefore, it is agreed as follows:

ARTICLE I.

UNO RECOGNITION

The City hereby recognizes the UNO as the sole and exclusive collective negotiations agent for all temporary and permanent employees who hold the title of Licensed Practical Nurse, Graduate Nurse-Public Health, and Public Health Nurse.

ARTICLE II.

GRIEVANCE PROCEDURE

A. Purpose

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

B. Definition

A Grievance as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement, administrative decisions, or Municipal policies dealing with terms and conditions of employment.

C. Steps of the Grievance Procedure

A Grievance shall be processed as follows:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence of the Grievance by discussing the matter with her immediate supervisor and UNO representative. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the grievance.

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

Step Two:

(a) If the Grievance is not settled through Step One, the same shall be reduced to writing by the UNO and submitted to the Director of Nurses, or her designee.

(b) The Director of Nurses or her designee shall answer such Grievance in writing with a copy to the UNO within five (5) working days of its submission.

Step Three:

(a) If the Grievance is not settled by Steps One and Two, then the UNO shall have the right to submit such Grievance to the Director of Human Resources or his designee.

(b) A written answer to said Grievance shall be served upon the individual and the UNO within seven (7) working days after submission.

Step Four:

(a) If the Grievance is not settled through Steps One, Two and Three, the aggrieved shall have the right to pursue all legal remedies afforded by provisions of the Civil Service Act.

(b) If the aggrieved does not elect to pursue her Grievance under the provisions of the Civil Service Act, and only if the grievance alleges a violation of the terms and conditions of the Agreement, then the UNO shall have the right to submit such Grievance to an arbitrator appointed by P.E.R.C. The arbitrator shall have full power to hear the dispute. The decision of the arbitrator shall be final and binding upon both parties. The cost of arbitration shall be borne equally by the City and the UNO.

D. Miscellaneous Provisions

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

2. Nothing herein shall prevent any employee from processing

her own Grievance, provided the Grievance Committee may be present as an observer at any hearing on the individual's Grievance.

3. Since adequate Grievance Procedures are provided in this Agreement, the UNO agrees that it will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension of work or which would disturb or interfere with the orderly operation of the Department of Human Resources.



ARTICLE III.

NOTIFICATION

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

ARTICLE IV.

SENIORITY

A. Definition

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

2. Seniority within the school nursing service shall be measured in terms of total length within the school nursing service, without regard to title.

B. 1. Seniority shall prevail in connection with requests for leaves of absence and supervisory relief work subject to licensure requirements.

2. Permanently appointed nurses have preference over temporary appointees in connection with the above.

C. Intrasectional Transfers

1. Within the field service, management shall have the right to appoint a nurse with the least fieldwide seniority from any of the other districts when a vacancy occurs. This system shall consist of one seniority list from each title with the nurses ranked in their order of seniority. The least senior nurses (in each title) within each district shall be transferable. Any nurse transferred shall retain her fieldwide seniority which shall thereafter be measured against the fieldwide seniority of others within her new district.

2. Within the school nursing service, a single seniority list shall be established, and in the event of a vacancy, school nurses may bid for the vacancy in order of seniority. In the event

there are insufficient nurses to cover school assignments, involuntary procedures (as set forth below) shall be invoked.

D. Intersectional Transfers

1. Moving from Field to School Nursing Service

(a) In the event an opening exists within the school nursing service, field nurses may bid for the job. These openings shall be posted as per Sections B and D of Article IX of this Agreement. The most senior volunteer shall be appointed regardless of title.

(b) In the event no voluntary transfer is possible, the City shall transfer a nurse with the least seniority on any of the three seniority lists maintained in the field service.

2. Transfers from the School Staff to the Field

(a) In transfers from the school nursing staff to the field staff the least senior school staff nurse shall be transferred.

(b) Seniority after intersectional transfer

1. A nurse transferring from one section to another does not carry her previous seniority with her from her old section, except as set forth below.

2. A nurse who voluntarily transfers, thereby becoming the least senior individual within her new section, and is involuntarily transferred back to her old section regains the amount of seniority she had when she voluntarily transferred out, but receives no seniority credit for the time in the intervening section to which she had voluntarily moved.

ARTICLE V.

HOME VISITS

A. Public Health nurses are not to be expected to make home visits where the safety or welfare of the nurse is threatened.

B. Public Health nurses' home visits will be restricted to necessary calls during days with inclement weather, storms, excessive heat or during civilian disturbances which might jeopardize the health and well-being of the nurse.

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

D. Transportation Expense Reimbursement

1. All full time employees who use their own vehicles will be compensated at the rate of One hundred (\$100.) dollars per month, providing they comply with the following:

a. That the employees have written authorization from their department directors;

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

c. Employees authorized by their directors to use their vehicles occasionally (from time to time) will be reimbursed the sum of Five (\$5.00) dollars for each day of use regardless of the time the vehicle is used during any one day.

2. Reimbursement will only be made on a monthly basis, providing that signed vouchers by their directors accompany their request. No payment to exceed one hundred (\$100.) dollars per month.

3. If any employee is absent from work for a total greater than five (5) days per month, each day thereafter five (\$5.00) dollars will be deducted from his or her monthly payment.

4. Part-time employees shall receive a pro-rated amount of reimbursement.

## ARTICLE VI

### WORK HOURS AND OVERTIME

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

B. School nurses shall work the hours that their school is in session. Field staff nurses shall work in accordance with their current hourly schedule, e.g., 8:30 - 3:30, 9:00 - 4:00. The above schedules will be adhered to except in special situations requested by individual nurses to alter the working schedule for the convenience of the nurse, provided the best interest of both the nurse and the Department of Human Resources is served.

C. The City shall have the right to establish a new shift in the event its needs so require for a hospice program. The Union shall be given thirty (30) days' notice of such intended change and will negotiate on such change, but the right to implement the new shift will remain with the City.

D. Full time employees who work in excess of their regularly scheduled work week shall receive overtime compensation at the rate of time and one-half for such hours worked. For overtime work done on a sixth consecutive day, the rate shall be time and one-half, and on a seventh consecutive day, double time. All work performed on a holiday shall be compensated at triple time.

E. Employees who are recalled for emergency work during a time period not contiguous to their regularly scheduled shift shall receive a 4 hour minimum at the rate of time and one-half. The employer shall have the right to retain the employee for the two hours.

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

G. Overtime work shall be distributed equally within title whenever practicable. Records shall be kept by the Nursing Service Section and may be reviewed by the UNO at reasonable times.

H. Overtime work, except in emergencies, shall be voluntary and there shall be no discrimination against any employee who refuses to work overtime.

I. Overtime work shall be restricted to definite, necessary cases requiring treatment on those specific days, weekends and holidays.

J. For the purposes of computing overtime, the following formula shall pertain:

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

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

K. Overtime rates shall be computed based upon the regularly scheduled work-week of the employee.

L. All employees shall be granted a lunch period of one (1) hour during each working shift. The meal period for employees in the School Nursing Service shall be consistent with school policy.

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

N. Any nurse required to attend an in-service program or course outside of her normal work hours shall be compensated at the applicable overtime rate.



DUES CHECK-OFF REPRESENTATION FEE

A. The City agrees to deduct Union dues from the salaries of the employees included in this bargaining unit upon receipt of signed Union cards, the same to be deemed authorization to deduct dues, once a month and shall remit the dues deducted to the Treasurer of the Union monthly. Any written designation to terminate authorization for check-off must be received in writing by the City and the U.N.O., and the filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. The U.N.O. is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation. Nurses who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deduction previous to their leave.

B. Dues deduction shall be in compliance with the statutes and laws governing same. Remittance of dues monies deducted, together with records of any corrections, shall be submitted to the Union Treasurer by the fifteenth (15th) day of each month following pay period in which the deductions were made.

C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the City a copy of the resolution adopted by the Executive Board for the said increase in dues, prior to the effective date of any such change.

D. The Union will provide a copy of the membership card for each of its members and the same will be accepted as "check-off" authorization, the said cards to be signed by each member. The said cards are to be delivered to the Payroll Supervisor. The Union 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 the salary deduction authorization cards submitted by the Union to the City.

E. The City will provide the Union prior to January 1 and July 1 of each year, a list of any employees requesting the termination of dues check-off.

F. Representation Fee.

1. Purpose of Fee

If any eligibility member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee

A. Notification

Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

B. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that

amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

#### C. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under this Article, the City will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

#### D. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of regular membership dues to the Union will as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Union.

#### E. Changes

The Union will notify the City in writing of changes in the amount of representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received said notice.

#### F. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to the Union, a list of all employees who began their employment in a bargaining unit position during the preceding

30 day period. The list will include names, job titles and dates of employment for all such employees. This list shall be in addition to the requirements of paragraph 3A above.

4. Indemnification

The Union in exchange for implementation of said Agency Shop hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of this Agency Shop provision.

ARTICLE VIII  
TEMPORARY STATUS

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

B. To alleviate this inequity, the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this Agreement to the shortest possible amount of time.

ARTICLE IX  
NEWLY CREATED POSITIONS

A. If in the opinion of the City, an open position demands additional qualifications than those set by Civil Service, the City agrees to submit to the UNO the additional criteria for comment prior to submitting the same to the Department of Civil Service for approval.

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

The purpose of the above is to allow all those who are interested in the position and who have the necessary qualifications to apply. The City may consider seniority among other factors in making its decision.

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

ARTICLE X  
TEMPORARY ASSIGNMENTS

A. Temporary re-assignments within sections may be done in emergency cases only. In any event, no nurse shall be temporarily assigned to a new work station for more than one (1) week in any two (2) pay periods.

ARTICLE XI

PENSION AND RETIREMENT

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

B. Terminal Leave

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

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

2. Members of the bargaining unit hired after the date of execution of this Agreement, who retire, shall receive a mandatory lump sum cash payment in lieu of time off for unused vacation time, unused sick time and unused personal time.

a. Beginning on the date of execution of this agreement, sick leave payment shall be calculated at eighty (80%) percent of all unused sick leave.

b. In the event the number of terminal leave days is less than that shown below, the schedule shall prevail:

From inception thru 12/31/83	-	35 days
From 1/1/84 thru 12/31/84	-	18 days
From 1/1/85 thru 6/29/85	-	9 days
Effective 6/30/85	-	0 days



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

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

ARTICLE XII

INSURANCE, HEALTH AND WELFARE

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

For all benefits where the City pays money directly to the union, employees must be on the payroll during the first pay period of each month for the union to receive payment.

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

B. The City shall provide life insurance in the amount of Five thousand (\$5,000.00) Dollars and accidental death and dismemberment insurance in the amount of Five thousand (\$5,000.00) Dollars for each employee up to the age of sixty-five (65). Thereafter, the amount shall be reduced to Two thousand (\$2,000.00) Dollars.

C. Hospitalization: Employees shall receive fully paid Blue Cross, Blue Shield, with Rider J and Major Medical to cover themselves and their dependents. In addition, said coverage, except for Rider J, shall be provided to all employees retiring after July 1, 1972, in accordance with State Statute covering same.

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

against said employees from such claims.

E. The City of Jersey City shall pay into a fund established by the United Nurses Organization, an amount of money equivalent to the cost of providing dental protection for employees and their families covered by this Agreement, but in no event to exceed an annual cost to the City of Two hundred forty (\$240.00) Dollars per covered employee.

1. It shall be the responsibility of the United Nurses Organization through such means as it may develop to purchase, contract for, or in such manner as it may deem appropriate to provide for dental health protection for all members of the bargaining unit. The Union shall indemnify, defend and save harmless the City against any and all claims arising out of the payment of funds, as aforesaid, and hereby assumes all responsibility for the dental health protection program, and agrees to provide the City with all necessary and reasonable information regarding such administrative matters as fee schedules, premium costs, and numbers and names of covered employees.

2. A schedule of payments to the Fund established by the United Nurses Organization shall be worked out by the fund and the office of the Business Administrator of the City.

3. The City shall have the right to assume the direct provision of dental services, provided that it offers to provide equivalent benefits to that supplied by the Fund. The Union shall have the right to negotiate over the equivalence of the dental program offered by the City. In the event that the City actually begins to provide the benefit, it will simultaneously cease contribution to the fund.

The City shall not thereafter decrease the level of benefits for the life of this Agreement

F. The City will provide a family prescription plan. The maximum any employee will have to pay is \$1.00 on prescription.

G. The City will provide an optical plan to employees and their families.

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

ARTICLE XIII  
UNION PRIVILEGES

A maximum of four (4) nurses selected by the UNO shall be permitted to attend seminars, workshops, conventions, etc., for a period of time not to exceed three (3) days each with straight-time pay only if absent during normal scheduled working time. The total amount of days for the combined number of nurses shall not exceed twelve (12) for the year.

ARTICLE XIV  
BULLETIN BOARDS

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

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

ARTICLE XV

WAGES

A. Wage rates for all employees within the bargaining unit shall be increased in accordance with the following schedule.

Effective January 1, 1983	-	\$650.00
July 1, 1983	-	750.00
January 1, 1984	-	750.00
July 1, 1984	-	750.00
January 1, 1985	-	800.00

B. Any employee who surpasses maximum as a result of the increases shall have labor grade increased to encompass the raise.

C. If an employee is on extended leave, his check may be mailed upon written authorization from the employee.

D. Any error in an employee's pay check of one day's pay or more shall be corrected by a supplemental check within eight (8) days.

E. In addition to base salaries as set forth above, all qualified nurses shall receive a Degree Differential for B.S. or B.A. in the amount of \$500.00.

All members of this unit who have Masters' Degrees shall have a pay differential of \$500.00.

F. Placement and adjustment on the above salary guide shall be made by the first pay period following an employee's anniversary date of employment by the City.

G. Longevity and degree differential will be included in base salary for pension purposes.

ARTICLE XVI

LONGEVITY AND UNIFORM ALLOWANCE

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. 1. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	\$200.00
After ten (10) years of service	400.00
After fifteen (15) years of service	600.00
After twenty (20) years of service	800.00
After twenty-five (25) years of service	1,000.00

2. Effective January 1, 1984

After thirty (30) years of service	1,100.00
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3. Effective January 1, 1985

After thirty (30) years of service	1,200.00
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C. Uniform Allowance

Uniform Allowance - Field:	400.00
Nurses assigned to schools:	200.00



ARTICLE XVII

TUITION REIMBURSEMENT

A. The UNO agrees to designate two (2) people and the City agrees to designate two (2) people who shall continue a Tuition Reimbursement Committee which Committee shall be charged with the responsibility of establishing equitable criteria for the administration of the program. Criteria previously developed by the committee and currently in effect shall remain in full force and effect until such time as altered by negotiation.

B. Any nurse required to attend an in-service program or course outside of her normal work hours shall be compensated at the applicable overtime rate.

ARTICLE XVIII

HOLIDAYS

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

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

B. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday.

C. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

ARTICLE XIX

VACATION

A. All nurses shall receive vacation allowance in accordance with the following schedule:

Up to the end of the first (1st) calendar year of service	- one and one half (1-1/2) working days for each month
One (1) through four years of service	Twenty (20) working days
Five (5) through fourteen (14) years of service	Twenty-five (25) working days
Fifteen (15) years and over	Thirty (30) working days

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

C. Nurses who are laid off or retire shall use all accumulated days prior to the effective date of lay-off or retirement.

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

E. Vacations shall be pro-rated in the retirement year with a minimum of ten (10) working days entitlement. If the nurse retires after July 1, she shall receive her full vacation allowance for that year.

F. Seniority within title in each district shall prevail in setting vacation schedule so long as agency needs are met.

G. Notwithstanding paragraph A above, temporary employees shall accrue one (1) working day of vacation for each month of service during their first six months of service with the City. Thereafter, the regular schedule set forth in paragraph A shall apply.

ARTICLE XX

SICK LEAVE

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or other reasons as designated in the New Jersey Administrative Code.

B. Amount of Sick Leave

1. All employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.

2. Any amount of sick leave not used in any calendar year shall accumulate to a permanent employee's credit from year to year to be used if and when needed for such purposes as set forth above.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitled her to sick leave, her Supervisor or Foreman shall be notified within thirty minutes after starting time.

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

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

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

2. The appointing authority may require proof of illness of an employee on sick leave, notwithstanding the above provision, where abuse is suspected. Abuse of sick leave may be cause for disciplinary action under the guidelines herein set forth.

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

4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City. Such examination shall establish whether the employee is capable of performing his or her normal duties and that the employee's return to duty will not jeopardize the health of other employees. No such examination shall be required until an employee has taken ten (10) successive days during the course of the year.

ARTICLE XXI  
LEAVE OF ABSENCE

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

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

ARTICLE XXII

BEREAVEMENT LEAVE

A. In the event of a death in the eligible employee's immediate family, she shall be entitled to time off with pay from the day of death up to and including the day after the funeral, but in no event to exceed five (5) working days.

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

C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of an aunt, uncle, niece or nephew of himself or his spouse.

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

E. Eligible employees shall be those with at least six (6) months of service with the City.

F. Reasonable verification of the event shall be required.

ARTICLE XXIII

MANAGEMENT'S RIGHTS

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

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.



ARTICLE XXIV

U.N.O. RIGHTS

A. Authorized representatives of the UNO, not to exceed three (3), shall be permitted to visit schools, Child Health Clinics, and Visiting Nurse Stations, and the Supervisor's and Director of Public Health Nurses offices during their lunch periods or other free time, for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Supervisor, or substitute. The UNO representative shall not impede working area operations.

B. Members of the UNO shall have the right within the confines of reasonableness, to discuss UNO business with another member during the work day.

C. The UNO shall be notified by Department Officials of all new health programs being instituted in the Community and the Department of Health.

D. The vice-president of the Jersey City Public Health Unit of the UNO shall receive such time off from her assigned duties as is necessary to attend to legitimate union business.

ARTICLE XXV

DISCIPLINARY ACTION

A. Disciplinary action shall be limited to:

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

B. If the employer feels there is a just cause to transfer, or discharge a nurse for disciplinary reasons, the nurse and the UNO will be notified in writing as to the cause.

C. If the employer has reason to reprimand a nurse, it shall be done in a manner which will not embarrass the nurse before any other nurse or the public.

ARTICLE XXVI

PROFESSIONAL ADMINISTRATIVE LEAVE

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

ARTICLE XXVII

SAFETY AND HEALTH

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

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

C. It is agreed that the nurse at her own discretion shall determine when to or when not to use public transportation in traveling between house calls and when to or when not to climb stairs in any given situation.

D. Clerical areas of district offices and clinics shall be supplied with air conditioners bottled water and where necessary, additional phones.

ARTICLE XXVIII

STORAGE OF NURSE'S POSSESSIONS

The employer shall make every effort to see that a nurse is supplied with a locker to store her possessions during her tour of duty.

ARTICLE XXIX

POLICY RECOMMENDATIONS

A. A professional Practitioners' Council will be established upon the execution of the agreement between the parties. Membership will be limited to the members of this bargaining unit.

The function of the Council will be to recommend standards of nursing and to review policies, procedures, legislation and new trends which affect the practice of nursing.

The Council shall meet quarterly during the year and the meeting(s) shall be limited to two hours.

Recommendations from the Council will be forwarded in writing to the Director of Human Resources and to the Director of Nursing. The Director of Nursing will respond to the Council within 20 days.

Joint meetings between the Director of Nursing and the Council members will be held twice annually.

B. The parties hereby agree to jointly explore and cooperate in a recruitment program in order to meet the manpower needs of the City for nurses.

ARTICLE XXX

OUT-OF-TITLE AND TEMPORARY APPOINTMENTS

A. Temporary Appointments

If an employee is assigned to fill an open position in an acting capacity pending a civil service examination, said employee shall serve a probationary period of thirty (30) days. At the conclusion of the thirty (30) day period the employee shall receive either an increase of five (5%) percent of the minimum of the title to which he is being assigned, or the minimum pay of the title to which he is being assigned, whichever is greater. The City shall call for an examination within the thirty (30) day period. In the event the employee is returned to his previous title, she shall revert to the original salary.

B. Out of Title Work

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

ARTICLE XXXI

SCHOOL HEALTH PROGRAM

In the event changes are required to administer the School Health Program, the United Nurses Organization shall be advised during the first week in June of each school year as to what the contemplated changes are.



ARTICLE XXXII

SCHEDULING

A. Public Health nurses assigned to schools shall work one-half (1/2) day in the morning during the months of July and August in clinic areas wherever practicable. Such nurses shall be paid at the rate of one-half (1/2) their normal daily pay during these months that she reports for the assigned duties. No employee is hereby guaranteed a summer assignment, however.

B. Public Health nurses assigned to schools are to take vacation during the period her school is closed for summer or vacation sessions. All other days during the school year that the school is closed, the nurse shall perform functions relating to the student health program or such other work assigned.

ARTICLE XXXIII  
SEVERABILITY AND SAVINGS

A. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion hereof.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and local laws.

ARTICLE XXXIV  
CHANGES, SUPPLEMENTS OR ALTERATIONS

Any provisions of this Agreement may be changed, supplemented or altered provided both parties mutually agree in writing to re-open negotiations. Any modification resulting from negotiations shall be reduced to writing and made a part of this Agreement.

ARTICLE XXXV

NO STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report to duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment, work stoppage, slowdown, walk out or other action which interferes with the full and complete normal operations of the employer). The Union agrees that any such action would constitute a material breach of this Agreement.

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

C. Nothing contained in this Agreement shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union.

ARTICLE XXXVI

NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Union.

ARTICLE XXXVII

PART TIME EMPLOYEES

A. Part-time employment is defined as less than 35 hours per week.

B. Part-time employees working less than 20 hours per week shall receive a pro-rata share of time-off (e.g. vacation, holidays, sick leave, personal days, bereavement leave) and a pro-rata share of the wage increases herein provided, but no other benefits except as specifically provided.

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

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

ARTICLE XXXVIII  
MAINTENANCE PAYMENT

Effective with the execution of this Agreement, all employees who were employed during 1982 shall receive a one time clothing maintenance payment to be paid in a single lump sum payment in accordance with the following schedule:

<u>DATE OF HIRE</u>	<u>AMOUNT</u>
July 1, 1982 to September 30, 1982	\$250.00
October 1, 1982 to December 31, 1982	\$125.00

ARTICLE XXXIX

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement and neither party shall be required to negotiate on any subject unless they mutually agree to do so.



ARTICLE XL  
TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1982 and shall remain in effect to and including June 30, 1985 without any reopening date.

This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice in writing, no sooner than one hundred fifty (150) days nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. Bargaining for a successor agreement shall commence on June 15, 1985.

WITNESS:

*John D. Spivak*

CITY OF JERSEY CITY

BY:

*George J. Con...*

WITNESS:

*Maureen Miller*

UNITED NURSES ORGANIZATION OF  
JERSEY CITY

BY:

*Virginia Stephens*