

A G R E E M E N T

Between

PROFESSIONAL NURSES AND HOSPITAL DIVISION OF
UNITED PAPERWORKERS INTERNATIONAL UNION

And

(U.P.I.U. LOCAL 1426)

And

THE TOWNSHIP OF EDISON

January 1, 1993 to December 31, 1995

GENOVA BURNS
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ARTICLE I

PREAMBLE

This Agreement is entered into this day of ,
1993, between the Township of Edison, hereinafter referred to as
the "Township" and the Registered Professional Nurses of the Edison
Division of Health, hereinafter referred to as the "Public Health
Nurses" or "Employee" and Professional Nurses and Hospital
Personnel Division of the United Paperworkers International Union,
and UPIU Local 1426, hereinafter referred to as the Union.

ARTICLE II

RECOGNITION

The Township recognizes the Union as the sole and exclusive collective bargaining agent for all Public Nurses employed by the Township except confidential employees, supervisors and managerial executives.

ARTICLE III

DUES CHECK OFF

The Township shall be and are hereby authorized and directed to deduct from the pay of each employee who furnished a written authorization for such deduction per authorization card. The amount of monthly Union dues may be certified to the employer and the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deduction of the Union dues shall be remitted by the Township to the attention of James Dunn, Secretary Treasurer, United Paperworkers International Union, AFL-CIO, Local 1426, 3340 Perimeter Hill Drive, Nashville, TN 37202, for the calendar month for which such deductions were made.

ARTICLE IV

UNION SECURITY

The Township agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues with the following provisions supplementing Dues Check Off of current contract agreement.

Any employee in the bargaining unit on the effective date of their Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment with the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount not to exceed eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains in the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. The

Township shall be indemnified from any damages or losses incurred as a result of the above language.

ARTICLE V

SALARY

The Public Health Nurses shall have their salary increased to a base rate of \$30,000 effective January 1, 1993, and subsequent increases of three (3%) percent effective January 1, 1994 and three (3%) effective January 1, 1995.

ARTICLE VI

WORKING HOURS

The regularly scheduled working hours for the Public Health Nurses shall consist of 35 hours weekly with one (1) hour for lunch (unpaid), Monday through Friday. Work performed on Saturday will be paid at the regular rate unless the employee has already worked 35 hours in that week, in which case, any time worked over 35 hours shall be paid at the premium rate.

There shall be a flexible work schedule with starting and ending times from 8:00 a.m. to 8:00 p.m. The Township and the Union agree to reopen negotiations on the flexible work schedule only if after one year of implementation, the parties determine that it has become unworkable.

ARTICLE VII

OVERTIME

Overtime will be defined as any hour, or portion thereof, worked by personnel over and above 35 paid hours in a week. Overtime compensation will be as follows: The Public Health Nurses working 35 hours will receive time and one-half for periods of time required by the Employer in excess of 35 paid hours.

Subject to the dictates of the Fair Labor Standards Act, compensatory time may be selected in lieu of overtime payment.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definition of Grievance: A grievance is a dispute or a complaint arising between an employee and the Township including a claimed breach, misinterpretation, or improper application of the terms of this contract expressed herein.

B. Procedure

Step 1.

Within seven (7) days of the occurrence of a grievance, an employee may, either alone or accompanied by an authorized Union representative, present the grievance informally to the immediate supervisor. The supervisor shall either conclude a mutually satisfactory solution to the grievance within 48 hours of the time that it is first presented, or failing in that, shall within that time, advise the employee of the failure to do so.

Step 2.

If the grievance is not resolved at Step 1, or if no answer is received from the supervisor within the time limit, the employee may appeal the grievance to Step 2 by putting the grievance in writing and signed by the grievant and the Union Representative submit it to the Director of the Department of Health, Welfare, and Human Resources. The Director of the Department shall either conclude a mutually satisfactory solution to the grievance within five (5) working days time of the time that it is first presented, or failing in that, shall within the time, advise the employee of the failure to do so.

Step 3.

If the grievance is not resolved at Step 2, or if no answer is received from the Director of the Department within the time limit, the employee may appeal the grievance to Step 3 by forwarding the grievance to the Township Administrator or designee of Mayor. The Administrator or designee of Mayor shall reply to the grievance not later than ten (10) working days upon receiving same. If within fourteen (14) days of the hearing, a mutually satisfactory solution is not attained, the employee may file with the Public Employees Relations Commission for grievance arbitration. An arbitrator shall be chosen who is acceptable to both parties. The cost of arbitrator shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring same. The decision shall be in writing with reasons there. Time extensions may be mutually agreed to by the Employer and the Union. The Employer reserves the right to use the grievance procedure with equal access.

Procedures

1. The parties direct the arbitrator to decide as a preliminary question whether he had jurisdiction to hear and decide the matter in dispute. Only one grievance at a time may be submitted to arbitration. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be 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. The arbitrator's decision shall be binding on both parties.

ARTICLE IX

DISCIPLINE

No employee may be disciplined except for just cause.

ARTICLE X

HEALTH INSURANCE/MALPRACTICE

A. The Township shall continue the current basic and major medical and hospitalization coverage and prescription, vision, and dental coverage. The Township may change the carrier for this coverage without negotiations, provided the same level of coverage is maintained or the level of coverage is raised.

B. The Township agrees to provide clinic professional liability insurance for all bargaining unit members of \$1,000,000 for each medical incident, and \$3,000,000 annual aggregate.

C. All employees hired after January 1, 1990, shall be responsible to pay any increase above the cost for hospitalization and medical coverage as of the prior contract. This policy will not affect current or future retirees.

D. All employees shall be responsible for a \$2.00 co-pay per prescription under the prescription coverage plan.

ARTICLE XI

HOLIDAYS

The following are hereby designated as holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day - (1/2 day)
Christmas Day
New Year's Eve Day - (1/2 day)

ARTICLE XII

PERSONAL DAYS

The employee is entitled to a total of no more than four (4) personal days with pay for the transaction of personal business. Prior notice of forty-eight (48) hours to the Department Head and written approval is required.

ARTICLE XIII

VACATIONS

1. The Public Health Nurses shall be granted the following annual leave for vacation purposes with pay effective January 1:

<u>Length of Employment</u>	<u>Vacation Leave</u>
a. From the beginning of employment to end of first calendar year.	One (1) working day for each calendar month, not to exceed 10 working days.
b. From the beginning of the second calendar year to end of fifth calendar year.	Ten (10) working days
c. From the beginning of the sixth calendar year to end of the ninth calendar year.	Fifteen (15) working days
d. From the beginning of the tenth calendar year to eleventh calendar year.	Twenty (20) working days
e. For each additional year after eleven years, one additional vacation day.	

2. All vacation leave must be taken in the calendar year of which it is earned unless by reason of pressure of business a Department Head requests an extension into the following year. Such request must be in writing and subject to final approval by the Business Administrator.

3. The first three months of employment shall be considered a probation period. Vacation and sick leave shall be earned but may not be taken until after a three-month period. Employees who are hired prior to the 16th of a month shall receive credit for that month toward vacation leave.

4. The vacation period shall be from January 1 to December 31 inclusive. Beginning the first calendar year of employment, such vacation leave shall be effective as of January 1, with this restriction: Any employee who shall have been granted vacation leave for a calendar year and terminates employment before he has worked a total of twelve (12) months, shall have his last pay adjusted, as shall be determined by Director of Finance. The Director of Finance shall determine his deductions of a pro-rata basis. Employees who are hired before the 16th of the month shall receive credit for that month towards vacation leave.

5. The time of year of the vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the personnel needs of the Department.

6. Vacation shall be so scheduled so as to obviate the need for temporary increase in personnel or overtime work by other personnel of the Department. Any changes in vacation schedules by the employees shall be permitted only by the permission of the head of the department, and all requests shall be submitted in writing to the Department Head. Vacation periods within a Department shall be granted on the basis of seniority.

7. When in any calendar year the vacation, or any part thereof, is not granted by any reason of pressure of municipal business, such vacation periods or parts thereof, not granted shall accumulate and shall be granted during the succeeding year only. Written permission must be obtained by an employee for carry over

of vacation leave into the next year prior to December 1 of the year vacation earned from the Department Head and approved by the Business Administrator. In determining all vacation leave, the years of service of such employment shall be used, and if such employment was not continuous, deductions shall be made for such length of time as an employee was not on the payroll.

8. Provision must be made by the Department Head so that no employee forfeits vacation leave because of limitation or accrual.

9. In the event that one or more municipal holidays fall within the vacation leave, such holidays shall be added to the employee's vacation.

10. An employee who has returned from an extended military leave or other extended leave of absence without pay, or has been re-employed or re-instated, shall be entitled during the calendar year in which he returns to the Township's service to a vacation based upon his previous length of service effective upon his return.

11. The Employer encourages all employees to take their vacations in periods of working weeks. This policy shall be adhered to except in exceptional cases. The practice of taking vacation in periods of days or parts of days shall be strongly discouraged, and may only be granted at the discretion of the Department Director, provided that Departmental efficiency will not be unreasonably impaired.

12. All employees shall resume their duties on the day following termination of their scheduled vacation, except when a sufficient reason exists for the head of a department to grant an exception.

13. Vacation time accumulated is forfeited if at least ten (10) days notice of intention to terminate employment is not given in writing by the employee to his Department Head.

ARTICLE XIV

SICK LEAVE

1. Sick leave is defined to mean an absence from post of duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

In case of leave of absence due to a contagious disease a certificate from the Division of Health shall be required. In case of death in the immediate family of the employee, any reasonable proof required by the Department Head shall be sufficient. In all of the above occurrences, any question as to their interpretation shall be the responsibility of the Business Administrator.

2. Each permanent employee of the nursing unit shall, in addition to his or her annual vacation leave with pay, be allowed sick leave hereinafter defined, with pay of no more than one working day of each month of service during the remainder of the first calendar year of service. After the first calendar year of service, all employees shall be allowed twelve (12) days sick leave per year. Such twelve (12) days shall be allowed as of January 1. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such sick leave not taken shall accumulate to his credit from year to year, and such employee shall be entitled to such accumulated leave if and when needed.

3. Employees who are hired before the 16th of the month shall receive credit for that month toward sick leave.

4. No refund of vacation time shall be allowed due to illness incurred while on vacation leave.

5. Holidays and regular days off shall not be counted in computing sick leave.

6. Immediate family, for the purpose of this procedure, is interpreted to be the spouse, children, mother, father, brother or sister of the employee or his/her spouse's family living as a permanent member of the employee's household.

7. Any employee after two years of permanent service, who requires an extended absence due to personal illness or injury, shall be required to take all his/her accrued sick time before being eligible for the Township's long term disability plan. After all accrued sick time has been taken, the employee then shall be paid at two-thirds of his/her weekly salary during the remaining length of the illness or injury which prevents the employee's return to work or until such time as the employee becomes eligible to file for the Division of Pension's Disability Retirement Plan.

ARTICLE XV

JURY DUTY

An employee who is called for jury duty shall be paid from the Township for the scheduled working time lost. However, the employee shall be required to give prior notice of two weeks to the Township of employee's call for jury duty. Any remuneration for jury duty shall be paid to the Township.

ARTICLE XVI

UNPAID LEAVE

The provisions of this Article are for the purpose of maintaining uninterrupted seniority during authorized periods of leave of absence.

Any employee may apply for a leave of absence without pay or other remuneration for a period not to exceed twelve (12) months in any calendar year, provided the employee shall make application in writing for such leave to the Township at least two (2) weeks prior to the date of such leave requested, except in the event of an emergency. Such leave shall be granted, provided operational and staffing levels are maintained.

An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

If an employee fails to report for work within three (3) working days following expiration of an authorized leave of absence and does not give satisfactory explanation for not returning, said employee shall be considered as having voluntarily resigned.

An employee who gives a false reason for obtaining a leave of absence shall be subject to discharge.

An employee who shall be required to attend military encampment or shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

In the event an unusual emergency arises, which might prevent the employee on leave from returning at the end of the leave, such employee may apply for an extension of such leave of absence. If said extension is granted, the employee will maintain his seniority..

ARTICLE XVII

BEREAVEMENT LEAVE

Employees will be granted four (4) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse or child; and four (4) days in the event of the death of any other member of the immediate family defined as parent grandparents, child, sister or brother, spouse or all step relatives of similar degree, and brothers, sisters, parents and grandparents of employee's spouse. The Township reserves the right to verify the legal relationship of the family member to the employee. Employees shall be granted one day off, the day of the funeral of any other relative. Such leave is subject to prior approval by the Department Head.

ARTICLE XVIII

DISABILITY LEAVES

In the event that any employee of the Township of Edison shall incur an injury while performing his or her duties:

- a. The employee shall be transported to the nearest hospital or licensed physician, as the situation requires, for immediate examination and/or treatment.
- b. The employee's supervisor shall write and submit an accident report to the Department of Administration within twenty-four (24) hours.
- c. Refusal of immediate medical examination by the employee and/or treatment by a licensed physician of the staff of a licensed hospital shall absolve the Township from all responsibility and financial obligation.
- d. Self-inflicted injuries shall bar the employee from any and all benefits and compensation except emergency treatment. Self-inflicted injuries shall also constitute grounds for dismissal from Township employ.
- e. Upon assumption of compensation for an injured employee by the insurance carrier for the Township, it shall be by their determination upon the examination by a licensed physician or qualified hospital staff member appointed by the Edison Township Business Administrator as to when an employee is again able to perform his or her assigned duties.

f. At such time, all compensation and benefits except medical examinations and treatments made necessary for the injury shall cease, and the employee shall report back to work.

ARTICLE XIX

WORKER'S COMPENSATION

The Township of Edison and its insurers shall pay all medical expenses arising out of injuries in performance of duties, as determined by the workers' compensation carrier and Township appointed physician in the event of a disagreement.

If the length of disability time is seven (7) days, or less, the injured employee shall be carried on the Township payroll and receive normal pay.

If the length of disability time be longer than seven (7) days, the Township shall provide such financial compensation as has been provided for, and at least of the amount required by law and for the length of time required, not to exceed the legal limit, provided the employee endorses any workmen's compensation checks back to the Township.

DEFINITION: Disability Time

Disability time shall be that period of time in which an employee is unable to return to work due to injuries received while performing his or her duties in the employ of the Township, subject to time limitations for public employees as provided by state law.

ARTICLE XX

LONGEVITY SCHEDULE FOR PERMANENT FULL-TIME EMPLOYEES

2 percent	completion of 4th year
2 1/2 percent	completion of 6th year
3 percent	completion of 8th year
3 1/2 percent	completion of 10th year
4 percent	completion of 12th year
4 1/2 percent	completion of 14th year
5 percent	completion of 16th year
5 1/2 percent	completion of 18th year
6 percent	completion of 20th year
6 1/2 percent	completion of 22nd year
7 percent	completion of 24th year

* The above to start after longevity in the first year of service to a minimum of six (6) months in good standing.

All employees hired after January 1, 1993, shall not be eligible for longevity payments.

ARTICLE XXI

RETIREMENT

All employees are covered by the Public Employees Retirement System. Rate is determined by age and the Division of Pensions, Trenton, New Jersey.

ARTICLE XXII

UNIFORMS

A uniform allowance of \$450 is to be paid twice yearly and will be given to the nursing staff who are on staff at the time of uniform pay date. The payments will be made as soon as practicable after the second council meeting in June and after the first council meeting in December of each year.

ARTICLE XXIII

CAR ALLOWANCE

Car allowance of 28 cents (\$0.28) a mile will be paid to all nurses using their personal cars in the performance of their duties. All mileage must be approved and certified by the Department Head.

ARTICLE XXIV

AUTHORIZED REPRESENTATIVE

Authorized Representatives of the Bargaining Unit, with notification to management, shall have the right to enter up on the premises of the Township for the purpose of bargaining negotiations and grievance procedure relative to enforcement of the final agreement reached, so long as such visits do not interfere with proper service to the public or ongoing workday schedule.

It is agreed that the Union will furnish to the Township a list of duly elected Stewards.

ARTICLE XXV

NON-DISCRIMINATION

The Township is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, political or Union affiliation. Any such discrimination may be pursued under the grievance provision of this Agreement.

ARTICLE XXVI

SENIORITY

Seniority shall be defined as the length of an employee's continuous service with the Township. The employee with the most continuous service shall have the greatest seniority and the employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months, and days from the date of last hire. Part-time employees who are regularly scheduled to work more than fifteen (15) hours per week shall accrue seniority on the same basis as full-time employees without regard to the number of hours such part-time employees are regularly scheduled to work.

COMMENCEMENT OF SENIORITY

An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of the employee's probationary period, seniority shall be computed from the employee's date of last hire.

LAYOFF AND RECALL

The Township shall have the right to lay off employees in the following order: part-time employees, then full-time employees, regardless of seniority. In the event of any layoff, the employee or employees with the least amount of seniority in the classification wherein the Township intends to effectuate a layoff shall be the first to be laid off. In the event that an additional employee or employees shall be needed in a particular

classification, employees previously laid off within such classification shall be recalled by the Township in the inverse order in which such employee was laid off. Notwithstanding anything herein to the contrary, if an operation involves the necessity of employees to utilize various and sundry types of skills derived from differing education and experience, in the event of a layoff or other reduction in the work force, the Township shall have the right to lay off a more senior employee if the less senior employee who would otherwise be laid off, is able to perform the work necessary to the continued, efficient operation of the Agency, which work cannot be as ably performed by the more senior employee. Notification of such layoff shall be made to the Union Office one week in advance of said layoff.

LOSS OF SENIORITY

Notwithstanding any of the provisions of this Article, all seniority rights shall be lost, and an employee will be considered to have a break in (continuous) service, if any of the following conditions or circumstances occurs:

- a. an employee voluntarily quits.
- b. an employee is discharged.
- c. an employee has been laid off continuously for a period of six (6) months.
- d. an employee does not respond to recall after layoff within three (3) working days from the mailing of a recall notice sent by certified mail, return receipt requested, and regular mail, to the employee's last known address on the Township's payroll records advising the employee that work is available.

- e. an employee fails to report for work at the expiration of a leave of absence.
- f. if an employee is absent from work for three (3) consecutive days without notifying the Township. In the event an employee fails to give said notification, the employee may be reinstated without loss of seniority by furnishing a reason for such failure satisfactory to the Township.

ARTICLE XXVII

MILITARY LEAVE

Any employee of the Township who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as is authorized by law. Such leave of absence shall be in addition to vacation.

ARTICLE XXVIII

POSTING OF BARGAINING UNIT POSITION

In the event the Township intends to fill a bargaining unit job or creates a new job which would be applicable to the bargaining unit, the Township shall post notice of such available position and employees may apply for such position as follows:

a. The Township shall post a notice of such available position for five (5) working days on the Bulletin Board of the Agency. The Township shall provide the Union with a copy of such notice within twenty-four (24) hours of posting. An employee including those on leave or those who are ill desiring to apply for such positions shall notify the Township in writing within such time. The Township shall give careful consideration to all bargaining unit employees applying for the position as well as other persons who have made application. In making its decision, the Township shall award the position to the applicant who, in the opinion of the Township, is most able and qualified to perform the work: In the event that, in the opinion of the Township, there is no difference in the ability or qualifications of one or more such applications to perform the work, then the Township shall award the position to the bargaining unit employee with the greatest seniority. If the Union desires to submit the grievance procedure the question of whether any such decision of the Township is arbitrary, it may do so.

b. The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Township within three (3) months after the date such position has been filled. Should the employee fail to perform the job to the satisfaction of the Township, the employee may return to the employee's former job.

c. In the event the Township decides to create a new classification applicable to the bargaining unit, the Township shall notify the Union of any such position at least five (5) days before it posts a notice of such available position pursuant to posting article. At the time of notification that the Township has decided to create a new classification applicable to the bargaining unit, the Township shall also notify the Union of the minimum wage rate the Township has established for the new classification.

ARTICLE XXIX

EMPLOYER RIGHTS

A. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right subject only to the limitations imposed by the language of this Agreement in accordance with applicable laws and Department Rules and Regulations as follows:

1. To direct Employees of the Edison Health Department.
2. To hire, promote, transfer, demote, discharge, or take other disciplinary action against Employees.
3. To relieve Employees from duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the municipal operations entrusted to them.
5. To determine the methods, means, and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the municipality in situations or emergency.

B. The Union agrees that neither it or its members will engage in, encourage, sanction, support, or suggest any strike, work stoppages, slow downs, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with, the normal work of the municipality.

C. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal

duties. Any employee participating in these prohibited activities may be disciplined by the municipal employer.

ARTICLE XXX

UNION CONFERENCE DAYS

Union members to be assigned by the Union shall be granted a cumulative total of no more than four (4) days per calendar year to attend union conferences or conventions. The Union shall provide the Director of the Department no less than one week's notice of request without which such request will not be considered. Said request may be denied by the Department Director subject to the staffing level requirements necessary to thoroughly and efficiently provide services required of the Department; however, such request is not to be unreasonably denied.

Not more than one employee will be allowed four (4) days off for this purpose and a maximum of two (2) employees may be allowed up to two days each; however, the total number of days is not to exceed four (4) worker days off per calendar year.

The Township agrees to pay the employee fifty (50%) percent of the daily salary normally earned by the employee who is granted a Union Conference Day. The Union shall be responsible for the remaining salary reimbursement.

FOR THE
TOWNSHIP OF EDISON

Paul Abati 6/29/93
Paul Abati Dated
Barbara Eosso 6/29/93
Barbara Eosso Dated

FOR THE
PROFESSIONAL NURSES AND HOSPITAL DIVISION OF
UNITED PAPERWORKERS INTERNATIONAL UNION

Virginia C. Woodward 6/29/93
Virginia Woodward Dated
Norma Francis 6/29/93
Norma Francis Dated

Emery Veloz 6/29/93