

**AGREEMENT BETWEEN**  
**THE STATE OPERATED SCHOOL DISTRICT**  
**OF THE CITY OF NEWARK**

**and the**

**PUBLIC SCHOOL NURSES**  
**(Represented by the Newark Teachers' Association)**

**July 1, 2006 - June 30, 2009**

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## **AGREEMENT**

This agreement made this 19th day of September 2007, between the State Operated School District City of Newark, Essex County, New Jersey, public employer (hereinafter referred to as the Newark Public Schools and the Newark Public School Nurses', a local unit of Newark Teachers' Association, public employee representative hereinafter referred to as the Association). Whenever the term "HER" or "HIS" is used in this agreement, it is intended to apply to either gender, and is used for convenience only.

## **WITNESSETH**

WHEREAS, Newark Public Schools has formally recognized the Association as the exclusive representative for purposes of collective negotiations with respect to wages, hours, terms of employment and other conditions of employment for all of the Registered Professional Nurses employed by the Newark Public Schools, in the position of School Nurses;

NOW THEREFORE, Newark Public Schools and the Association agree, as follows:

## **ARTICLE 1**

### **PURPOSE**

The purpose of this agreement is to provide for improved school health services through the maintenance of high standards of nursing by the establishment and maintenance of equitable employment conditions during the term of this contract. The parties further intend to set forth herein the basic agreement covering terms and conditions of employment to be observed between the parties hereto in order that good employer-employee relations will exist.

The Newark Public Schools and the NTA agree to follow, for all purposes, a policy of nondiscrimination on the basis of race, color, creed, national origin, ancestry, sex, age, marital status, religion, sexual orientation, military status, or membership or participation in or association with the activities of any employee organization.

## **ARTICLE II**

### **RECOGNITION**

The Newark Public Schools recognizes the Newark Public School Nurses, a bargaining unit represented by the Newark Teachers' Association, as the exclusive representative of the Registered Professional Nurses employed by the Newark Public Schools as school nurses, full-time or part-time, hereinafter called Nurses, for the purpose of collective negotiations under NJSA 34:13A-1 et seq. With respect to salary, hours and other terms and conditions of employment.

### **ARTICLE III**

#### **RETENTION OF EXISTING BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits which nurses have hereto enjoyed and are presently enjoying shall be maintained and continued by the Newark Public Schools during the term of this agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all nurses except as otherwise expressly provided herein. In accordance with NJSA 34:13A-1 et seq any new work rule, personnel policy, decision or regulation affecting the terms and conditions of employment of the nurses shall first be negotiated with the Association if it is to become effective during the term of this Agreement.

### **ARTICLE IV**

#### **NURSES RIGHTS**

Pursuant to NJSA 34:13A-1 et seq, the Newark Public Schools hereby agrees that every nurse shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities. As a public employer, the Newark Public Schools undertakes and agrees that it shall not, directly or indirectly, discourage, deprive or coerce any nurse in the enjoyment of any rights conferred by the laws of New Jersey and the United States; that it shall not discriminate against any nurse with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, any grievance, complaint, or proceeding under this agreement or otherwise with respect to any term and condition of employment. No nurse shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage except for inefficiency or other just cause.

**ARTICLE V**

**SALARY**

**Section 1 - Nurse Salary Guide**

Effective July 1<sup>st</sup>, in each appropriate year:

**A. SCHEDULE FOR BA LEVEL**

<b>STEP</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
1	\$ 44,500	\$45,800	\$47,250	\$48,500
2	45,490	46,200	47,750	48,750
3	46,016	46,855	48,250	49,250
4	46,570	47,396	48,750	49,750
5	47,152	47,967	49,250	51,450
6	47,734	48,567	49,750	51,700
7	49,539	50,000	51,500	51,950
8	51,867	52,000	52,500	52,550
9	53,032	53,423	53,579	53,629
10	54,196	54,623	55,186	55,236
11	56,466	57,000	57,500	57,550
12	58,387	59,900	63,400	66,200
13	77,827	79,900	72,800	74,925
14			82,200	84,200
1 <sup>ST</sup> Long	1,700	1,800	1,950	2,025
Long 15	79,527	81,700	84,150	86,225
2 <sup>nd</sup> Long	3,300	3,500	3,650	3,775
Long 20	81,127	83,400	85,850	87,975
3 <sup>rd</sup> Long	3,500	3,500	3,750	3,775
Long 25	84,627	86,900	89,600	91,750
4 <sup>th</sup> Long	1,100	1,200	1,300	1,400
Long 30	85,727	88,100	90,900	93,150

**B. SCHEDULE FOR MA LEVEL**

**Master's Degree Level (BA plus 30 graduate credits)**

<b>STEP</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
1	\$ 46,000	\$47,200	48,500	50,000
2	47,069	47,950	49,000	50,750
3	47,679	48,481	49,500	51,250
4	48,316	49,109	50,081	51,500
5	48,898	49,765	50,730	52,250
6	49,481	50,365	51,730	53,000
7	51,111	52,000	53,000	53,500
8	53,439	54,000	54,050	54,500
9	54,603	55,042	55,500	56,250
10	55,768	56,241	56,859	57,000
11	58,096	58,500	59,000	60,000
12	59,959	62,500	65,000	67,760
13	80,594	82,800	75,143	77,798
14			85,285	87,835
1 <sup>ST</sup> Long	1,700	1,800	1,950	2,025
Long 15	82,294	84,600	87,235	89,860
2 <sup>nd</sup> Long	3,300	3,500	3,650	3,775
Long 20	83,894	86,300	88,935	91,610
3 <sup>rd</sup> Long	3,500	3,500	3,750	3,775
Long 25	87,394	89,800	92,685	95,385
4 <sup>th</sup> Long	1,100	1,200	1,300	1,400
Long 30	88,494	91,000	93,985	96,785

**C. SCHEDULE FOR PHD LEVEL**

**Ph. D. Equivalent Level (Doctorate Degree)**

(Masters' Degree plus 30 Graduate Credits or Bachelor Degree plus 60 Graduate Credits)

<b>STEP</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
1	\$ 47,500	\$ 48,700	\$ 50,000	\$ 52,000
2	48,649	48,925	50,750	53,000
3	49,342	50,108	51,500	54,000
4	50,063	50,822	52,000	55,000
5	50,645	51,565	52,500	55,350
6	51,227	52,164	53,267	55,700
7	52,682	53,500	54,000	56,050
8	55,011	55,500	56,000	56,500
9	56,175	56,661	57,500	58,500
10	57,339	57,860	58,531	59,250
11	59,668	60,500	61,500	62,000
12	61,531	65,700	68,150	70,500
13	83,375	85,800	78,250	80,725
14			88,350	90,950
1 <sup>ST</sup> Long	1,700	1,800	1,950	2,025
Long 15	85,075	87,600	90,300	92,975
2 <sup>nd</sup> Long	3,300	3,500	3,650	3,775
Long 20	86,675	89,300	92,000	94,725
3 <sup>rd</sup> Long	3,500	3,500	3,750	3,775
Long 25	90,175	92,800	95,750	98,500
4 <sup>th</sup> Long	1,100	1,200	1,300	1,400
Long 30	91,275	94,000	97,050	99,900

**D. LONGEVITY**

Longevity increments shall be maintained in the 15<sup>th</sup> 20<sup>th</sup> 25<sup>th</sup> and 30<sup>th</sup> year of permanent employment which shall be active but does not have to be continuous; employment in other school districts or school systems is not to be counted for purposes of longevity. The longevity amounts are shown on each salary guide.

## **Section 2 - Prior Service**

- A. Credit on the salary schedule for prior service will be given to all nurses for years of military experience or prior experience as a certified school nurse in an accredited public or non-public school according to the following formula:
- B. Full credit on a year-for year basis for up to the maximum step on the salary guide. Credit for certified teaching or school-nursing experience shall be given for work done after completion of a Bachelor's degree.
- C. In crediting military service for salary purposes, completion of the full calendar year is required for recognition.
- D. In crediting previous certificated teaching or school nursing experience for salary purposes, completion of the full academic year is required for recognition in an accredited school. One (1) year credit for every year of full time employment and practice as a registered nurse with an earned Bachelor of Science Degree.
- E. Credit pursuant to this agreement shall not be retroactive, but rather entitle each nurse to the right to receive credit commencing with the effective date of this agreement.

## **Section 3 – Mentor Program**

The Mentor Program shall function in accordance with the guidelines established by the State Department of Education.

## **Section 4 - Increments**

Increments shall continue to begin on the anniversary of September 1, and February 1, as may be appropriate with each nurse respectively.

## **Section 5 - Other Salary**

- A. All extra-hour employment of nurses shall be remunerated at the following hourly rate:

<b>7/1/07</b>	<b>7/1/08</b>
\$36.00	\$37.00

This rate applies to after-school programs, class trips, club/athletic trips, and other pre-planned extended day activities.

B. Substitute rates shall be as follows for the duration of this agreement:

	<b>7/1/07</b>
Non Degree	\$120.00
Degree	\$140.00

- C. Payroll errors shall be corrected within seventy-two (72) hours of the time the error is reported by the affected nurse at this time, the proper adjustment will be given to the complaint.
- D. Each nurse shall receive fifty (\$50.00) dollars per year for the purchase of nursing smocks, such amount to be paid prior to October 1<sup>st</sup> of each school year. Proof of purchase to be submitted by December 1<sup>st</sup>.
- E. Effective July 1, 2006, Twilight Program Nurses shall receive the same annual stipend, if any, that is received by other teaching staff members.

### **Section 6 - Fringe Benefits**

- A. Fringe benefits shall include medical, dental, prescription and vision insurance. The level of benefits shall not be less than the benefits in effect on June 30, 2003.
- B. The NTA shall receive 125 copies of a complete description for each of the following benefit plans provided to unit members by the Newark Public Schools at the beginning of each contract period and whenever a plan or carrier is changed dental, vision and prescription.
- C. The President of the NTA and the School Nurses' Association shall receive timely notice of any change in these plans relative to benefits, claims processing, and/or carrier.

### **Section 7 – Travel Expenses for Pre-School Nurses**

Effective September 1, 2006, Pre-School Nurses will receive five hundred dollars (\$500) (equivalent of \$50 per month). Effective September 1, 2007, Pre-School Nurses will receive fifty dollars (\$50) per month. Recipients must travel a minimum of one-half plus one of the work days per month to be eligible for payment. A Pre-School Nurse shall only be eligible for travel allowance on days when she/he worked in two or more pre-school locations. Travel logs are required to be submitted monthly to the Nursing Supervisor or Director of the Early Childhood Program. Payment will be made in July of each year for the preceding school year based on the number of eligible months.

## ARTICLE VI

### DUTIES AND REQUIREMENTS

#### **Section 1 - Duties**

The school nurse is a nursing specialist who assists students in maintaining and improving health status to facilitate readiness for learning and to promote positive health habits and attitudes.

- A. Assess the physical well-being of the student in terms of development and present health status.
- B. Provides appropriate direct medical services to student.
- C. Provide health counseling to students, parents and staff.
- D. Consults with staff regarding modification or change in educational environment when indicated by the students' developmental or health status.
- E. Participates with child study team in interpreting implications of significant medical findings involving a child under the nurse's jurisdiction.
- F. Coordinates the medical referral process and communicates medical findings to appropriate persons and/or agencies.
- G. Participates in the health education program by providing health instruction and in-service education.
- H. Initiates, facilitates and maintains liaison between the school and community health agencies.

#### **Section 2 - Requirements**

- A. Current license as Registered Professional Nurse in New Jersey.
- B. New Jersey State Certification as a school nurse.
- C. Evidence of completion of a baccalaureate degree in either school nursing, Public Health or Health Education which includes thirty (30) semester hour credits in specific areas required for school nurse certification by the State Department of Education.

#### **Section 3 - Nurses Performance Evaluations**

Nurses performance shall be regularly evaluated by members of the supervisory and administrative staff, authorized to make such evaluations. When such evaluations involve visitation, it shall be done openly and with the knowledge of the employee being observed. Every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.

## ARTICLE VII

### SCHOOL YEAR AND SCHOOL DAY

#### **Section 1 - School Year**

##### **A. In-Service Days**

The scheduling of in-service days shall be determined by the school calendar. In-service days will not be scheduled during a multi-day student recess or Saturday. The in-service will be listed in the school calendar. Attendance on in-service days is mandatory. The three (3) days prior to Labor Day will be in-service days. Any days after Organization Day and prior to the first student day shall be for registration.

##### **B. Work Year**

1. Effective July 1, 2007, there shall be scheduled no more than 180 pupils days and 190 work days and six in-service days for employees covered by this Agreement, except as noted in Article VII, Section 1.E.

##### **2006-2009**

3	Days Prior to Labor Day
1	Organization Day
180	Student Days
6	In-Service Days

2. If any additional workdays are required by nurses beyond the 191 days specified in Section 1 of this article, said nurses shall be remunerated on the pro-rata basis for each additional full day worked.

##### **C. Orientation Day**

1. Nurses who were not employed by the Newark Public Schools during the previous school year may be required to report one (1) day prior to Organization Day for orientation. The Orientation Day shall occur on one of the in-service days specified in Section A. above. Nurses who are required to attend orientation day will be excused from the in-service on that day. Orientation day may be a full length work day without additional compensation. The purpose of the orientation days shall be to inform new nurses of system-wide policies, practices, and procedures related to their jobs and/or employment.
2. The Association will be allowed to address the members at each orientation session.

3. Nurses in their first year of employment with the NPS may be required to attend one (1) meeting per month, up to two (2) hours in length, conducted by the Central Office or the SLT, when the agenda covers District or SLT wide issues that are not related to curriculum or instruction.

D. Work Days Prior Labor Day

Effective July 1, 2005, nurses will be required to work three (3) days prior to Labor Day. The workdays will be four (4) hours in length, excluding lunch, from 9:00 a.m. to 1.00 p.m. Nurses will be paid prorata (full days pay) on their annual salary for each day. The days shall be the Tuesday through Thursday preceding Labor Day.

E. School Calendar

1. In accordance with prior practice, the school calendar for employees during the term contract will be set during the editing of the contract.
2. The Newark Public Schools and the Association agree to follow the aforementioned practice of setting of the calendar in the event of a multi year agreement no later than each April 1<sup>st</sup>, for the ensuing contract year.
3. Nothing herein shall limit the right and responsibility of the Newark Public Schools to adopt a calendar.
4. Additional emergency school closing days that may be required beyond the two (2) contained in this school year calendar will be rescheduled during the spring recess.
5. The following are the school holidays:

Labor Day Holiday	Thanksgiving Holiday
Columbus Day	Martin Luther King Jr. Observance
Puerto Rico Recognition Day	Lincoln's Birthday Observance
Election Day	Presidents' Day
Veterans' Day Observance	Memorial Day
Thanksgiving Holiday	

**Section 2 - Work Day**

- A. In buildings with one (1) regularly scheduled nurse, the nurse shall be required to report to work at the same time as the teachers and may depart at the same times as the teachers.
- B. 1. In buildings with more than one (1) regularly scheduled nurse, a nurse may be required to report for duty one (1) period prior to or one period later than the normal teacher arrival time. Nurses who are required to report for duty one (1) period early or one period late shall be permitted to depart one (1) period early. Nurses who are required to

report for duty one (1) period late shall be required to remain one (1) period longer than the end of the regular work day.

2. Assignments to an early or late schedule shall be on a voluntary basis. Volunteers will be sought first at the location where the early and/or late assignments will occur. When there are insufficient volunteers at the location where the early and/or late assignments will occur, volunteers will be sought on a District-wide basis. When there are insufficient volunteers for the early and/or late assignments transfers will be made based on District-wide seniority. Early and/or late assignments will be limited to one (1) period at the secondary schools and forty (40) minutes at the elementary schools. The purpose of the early arrival or late departure is to have nursing services available in the building.
  3. Nurses assigned to the Early Childhood Program who are required to work in a program beyond the normal school day will be permitted to begin their work at a later time by agreement between the nurse and the Nursing Supervisor to maintain the same length work day as all other nurses.
- C. 1. Each nurse shall receive an Organizational Period for the purpose of preparing for testing, organizing files, and completing required forms at least three (3) times per week. Such Organizational Period shall be equivalent to one (1) class period applicable in the school to which the nurse is assigned, and would best be scheduled during the last period of the workday. The nurses will remain in the Health Office and be available for emergencies as determined by the school Principal. Schedule shall be prepared by the Principal. At the beginning of each school year each school based nurse shall post and may distribute her daily schedule.
2. Should the organizational time be disturbed to meet an emergency, the nurse, in cooperation with the Principal, shall reschedule an amount of organizational time equivalent to that which is lost.
- D. Instructional days may be either full length or minimum length, 1:00 p.m student dismissal at the discretion of the Newark Public Schools. Employees may be required to remain until the normal employee departure time, including after-school meeting time, on minimum length instructional days. These days will not be scheduled on Fridays or the day before a holiday. These days will be an exception to the provisions of Article VII.1. B. a minimum of two (2) weeks advanced notice of the one p.m student dismissal for teacher training will be issued by the Superintendent or her/his designee.
- E. Nurses may be required to work out of district to provide care to a Newark Public School student in the event the Nurse who is assigned to the student(s) is absent. Whenever possible, an itinerant nurse will be assigned to the coverage.

### **Section 3 - Duty-Free Lunch**

Nurses shall receive a duty-free lunch period similar in length to that which applies to pupils in the school to which the nurse is assigned. If the lunchtime of the nurse is disturbed to meet a

clear and obvious emergency, the nurse shall be compensated with additional time following the emergency equal to the time occupied in meeting the emergency. Whenever, in a one (1) nurse building, the nurse leaves the building for her/his duty free lunch, the nurse must notify her/his building administrator.

#### **Section 4 - Meetings**

- A. Nurses may be required to attend all meetings conducted during the school day.
- B. The attendance of nurses at general faculty meetings of schools to which a nurse is assigned shall be voluntary except for such meetings in which consideration of the work of the nurse outlined in Article VI is directly involved, in which case a nurse shall attend such meeting.
- C.
  1. Nurses shall be required to attend professional departmental meetings conducted by the Newark Public Schools Director of Medical Services and/or the Supervisor of Nursing and childcare. These meetings shall be held immediately following the in-service workshop during the months of October, November, December, January, March, April and June except in the case of any period of serious medical emergency involving the health of pupils in the Newark Public Schools. With the exception of the emergencies listed in the previous sentence nurses who will not be able to attend the regularly scheduled department meetings must submit a written note to the Supervisor of Nursing not later than one (1) day prior to the department meeting. Even though a note has been submitted, nurses who do not attend the department meeting may be subject to disciplinary action.
  2. Those meetings should be held in a convenient facility which is comfortable and conducive to an educational meeting, and shall end at a reasonable time.
  3. On days when such meetings are conducted, nurses shall be excused reasonably earlier by their school administrator to be able to reach the departmental meeting on time. The Principal of each school to which a nurse is assigned shall be notified as to the date, place and time of each such meeting.
  4. Meetings shall be held for up to one hour from 3:10 p.m. to 4:10 p.m.
- D.
  1. As part of their professional services all nurses shall be required to remain in school following the conclusion of the student day for the purpose of conducting parent conferences two (2) times per school year. The parent conference days shall be scheduled on minimum length student days. One (1) conference day will be scheduled in the fall semester and one (1) day in the spring.
  2. The parent conference time shall begin fifteen (15) minutes after the students depart and shall end not later than 7:00 p.m. Food service shall be available for the teaching staff members in the school.

3. The parent conferences shall be scheduled through collaboration among the nurse, the administrator and the parent.
4. The parent conferences will be scheduled at the beginning of the school year.

### **Section 5 - Compensation For Time**

- A. Nurses shall be compensated for all overtime over fifteen (15) minutes when it is necessary to remain in school due to an emergency situation prior to the opening or after the closing of school. An emergency shall be deemed to exist when an injury or illness occurs which threatens the safety of a child or requires professional assistance for the child's safety. The latitude of such a situation may be extended beyond the normal school hours, until such a time that a parent or a guardian has appeared on the scene or other responsible authorities take over.
1. All pre-planned, non-emergency extra hour work will be subject to the term of Article V, Section 5A.
  2. All such overtime shall be calculated on the basis of time and one-half, that is the regularly hourly rate of pay multiplied by one and one-half (1 ½).
  3. Except in cases of emergency when a principal may not be available, all overtime must be approved by the appropriate administrator prior to the use of said time. The Supervisor of Nursing and Child Care shall be notified of all occurrences of overtime.
  4. An overtime code shall be provided at the beginning of each school year and whenever the code changes.
- B. In the event of the absence of a nurse and no substitute nurse is on site, the nurse in the designated stand by school shall be contacted. In an emergency situation, if the standby nurse's presence is required, advice and direction shall be given by the standby nurse until such time as the nurse can arrive on the emergency site. In the event of the absence of a nurse and no substitute nurse is on site the nurse in the designated standby school shall be paid sixty dollars (\$60) per day. Effective September 1, 2007, the rate shall also be sixty-five dollars (\$65) per day. To qualify for the standby coverage the following conditions must be met.
1. The School Nurse must physically leave the school to which she/he is permanently assigned and go to the stand by school assigned for that day. The standby school cannot be a school to which the nurse is assigned.
  2. The School Nurse must sign in and out, utilizing the attendance book kept in the main office of each school.

3. The School Nurse must be at the school to perform a needed service, which can only be provided by School Nurse, i.e., medication, administration, emergency care, crisis intervention or if directed by the administration.
4. Itinerant nurses who are assigned to a building for a day shall be considered permanent in that building for that day and shall be eligible for compensation under this section if the itinerant nurse must travel to a standby school.
5. Pre-school collaborative nurses are not considered standby nurses at the schools to which they are regularly assigned.
6. Schools with annexes shall be excluded from coverage pay for the nurse from the school with the annex, with the exception of Ridge Street Annex.

## **ARTICLE VIII**

### **LEAVES**

#### **Section 1 - Sick And Personal Leaves**

- A. 1. Nurses shall be granted fifteen (15) sick leaves days per school year. Unused sick leave shall be accumulated without limit.
  2. A medical certificate is required when a bargaining unit member's absence exceeds five (5) consecutive working days due to illness. It should be mailed directly to Health the Education & Services, The Newark Public Schools, 2 Cedar Street, Newark, N.J. 07102. Mark envelope CONFIDENTIAL: FORMS CLERK. Do not submit this form to your school or department.
- B. Nurses with twenty-five (25) years experience in the system shall receive ten (10) additional non accumulative days per year after accumulated leave has been exhausted.
- C. In the event that a nurse's accumulated sick leave has been exhausted and the nurse certifies to the Newark Public Schools that she is unable to work due to an extended illness, the Newark Public Schools may, consistent with its present practice and NJSA 18A:30-6 grant additional sick leave to such nurse with pay.
- D. Nurses shall be granted three (3) days leave annually for personal reasons without explanation. The State District Superintendent at his/her discretion may grant additional personal leave days if the reason warrants it. Unused personal days granted in accordance with this section will be accumulated as sick leave days. Personal days shall be pro-rated based on the number of months the nurse is on the payroll. Nurses hired on or before October 15 will be granted three (3) personal days, nurses hired between October 16 and March 15 will be granted two (2) personal days, nurses hired on or after

March 16 will be granted one (1) personal day. Personal days may only be taken as full school days.

- E. Male nurses shall be accorded the same privileges as female nurses.
- F. Employees hired or returning from leaves of absence on or after October 15, shall receive sick leave and personal leave on a prorated monthly basis predicated upon fifteen (15) sick and three (3) personal days per school year.
- G. Any nurse who is not present in school due to an approved absence other than illness may pick up their pay check at their assigned location
- H. Effective September 1, 2007.

#### ABSENCE BEFORE AND AFTER A HOLIDAY

All employees are required to work the last scheduled working day before and the next scheduled working day following the scheduled holiday(s). Failure to report before and after the scheduled holiday shall result in loss of pay for said occurrence.

#### EXCEPTIONS:

##### Personal Day, Extended Sick Leave, and Short Term Sick Leave.

In the case of short term sick leave, the employee must submit medical certification from a licensed physician or hospital, including a diagnosis, verifying that he/she was either physically unable to perform his/her duties or that he/she was carrying a contagious disease on the day(s) of absence. The medical certificate must be submitted to the Department of Health Services within three (3) working days of the date the employee returns to work.

## **Section 2 - Maternity Leave**

- A. Upon certification by a competent physician and application by a Nurse, a leave for maternity shall be granted by the Newark Public Schools for a period of no more than one (1) Year.
- B. A Nurse on maternity leave shall be reinstated at any time during the period of such leave upon request of the nurse, upon thirty (30) days written notice and certification by a licensed physician of the nurse's ability to perform the duties and responsibilities of her position.
- C. Leave shall be extended for a period of one (1) year by the Newark Public Schools, for care of child, if requested by the nurse.

- D. Nurse returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the step as when the leave became effective, except that when the nurse has completed ninety (90) days or more of a school year, it shall count as a full year.
- E. Seniority rights shall be maintained during the period of such absence.

### **Section 3 - Military Leave**

- A. Military leave of absence without pay will be granted to a permanent nurse inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.
- B. Upon return to the school system, such inducted nurse will be placed on a step of the salary scale as if she had never left.
- C. The nurse returning from military service will be reinstated and will retain seniority as if she had never left.
- D. Nurses called for active reserve duty for periods up to two (2) weeks shall suffer no loss of pay or benefits for such periods

### **Section 4 - Existing Leave**

No deduction of salary of a regular nurse shall be made for absence as follows:

- A. 1. Death in immediate family or household, absence not to exceed the five (5) consecutive work days immediately following the death. Immediate family is defined as follows: Spouse, domestic partner only, children, stepchild, grandchildren, mother (stepmother, foster mother, guardian, mother-in-law), father (stepfather, foster father, guardian, father-in-law), sister, brother, grandmother, grandfather.
- 2. In the case of death of any other relative residing in the employee's household, the Newark Public Schools will require proof of residency.
- 3. The Newark Public Schools will require verification of relationship within five (5) working days immediately following the employee's return to work.
- B. Absence on account of court subpoena. The Newark Public Schools shall not grant leave with pay for any court matter of a personal nature, i.e. divorce, custody, tenancy, etc. The employee shall be required to abide by Circular #305. Leave with pay will be granted for worker's compensation appearances upon presentation of proper written documentation to the Office Of Labor Relations.
- C. Quarantine.

- D. Attendance at conferences when excused by the State District Superintendent.
- E. The State District Superintendent may grant two (2) weeks furlough without pay for the marriage of a nurse.

### **Section 5 - Maintenance Of Rights And Benefits**

- A. Nurses on leave of absence with pay shall continue to receive full benefits provided by the Newark Public Schools as stated in this Agreement.
- B. Any nurse returning to full time employment in the Newark Public Schools upon termination of any leave, shall be returned to an assignment at any location where a vacancy exists.

### **Section 6 - Notice of Retirement/Resignation**

Nurses who retire must give the NPS at least ninety (90) days advance notice for retirements that occur on dates other than July 1<sup>st</sup> of each year. When a resignation or retirement may not be rescinded except for extraordinary circumstances as determined by the District Superintendent. The District Superintendent's decision is not grievable.

### **Section 7 – Association Leaves**

- A. The President of the Newark Teachers Association shall have the right to request and then shall be granted an unpaid leave of absence to perform the duties of that office without pay or benefits.
- B. A leave of absence shall be granted to Newark Teachers' Association Representatives upon personal request and that of the NTA to work for the Newark Teachers' Association without pay or benefits.
- C. No more than three (3) such leaves of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one academic year and shall be renewed upon request of the employee and certification by the Newark Teachers' Association.
- D. When any individual granted such leave of absence returns to regular employment with the Newark Public Schools he/she shall be placed on the step of the salary schedule that he/she would have attained had he/she been continuously employed during such absence. There shall be no loss of seniority or any other right available to him/her under the law or the terms of this agreement because of such leave of absence. The period of the leave shall not be included in computing length of service of the time required to attain tenure.
- E. Any employee granted such leave of absence shall have the right to maintain the same health plan available to Newark Public Schools employees for hospital costs, medical surgical benefits, major medical insurance, and any other such benefits upon regular

payment on his/her behalf to the Assistant State District Superintendent, Office of Newark Public Schools Affairs of amounts sufficient to cover the cost to the Newark Public Schools for continued participation in such employee health plans, provided to Newark Public Schools insurers will permit it.

- F. Effective July 1, 2007, the District shall grant leave with pay to any NTA officer(s) or member(s) designated by the NTA President to attend to Association business, to attend Association events or to serve NEA and/or NJEA in an official capacity, up to an aggregate of five(5) days school per year with pay with a limit of two (2) nurses per day. This leave shall not include meetings for the purpose of negotiations during the school day.

### **Section 8 - Reporting Absences**

All nurses must call sub-finder not later than one (1) hour prior to their scheduled sign-in time and call the Office of Health Services to report their absence. All nurses must call the Office of Health Services to report tardiness or a need to leave early. Nurses must have their office available to receive phone calls by their assigned beginning time. In emergency situations the nurse will notify the Office of Health Services.

Failure to report an absence as required will result in the deduction of one day's pay. In the event a nurse calls to report a late arrival, salary for that nurse will be deducted in accordance with time missed based upon their current rate of pay. Should a nurse fail to report to her assignment one half hour (1/2) after the official sign-in time, that nurse will be considered absent for the day.

### **Section 9 - Conversion Of Sick And Personal Days**

- A. Unit members, whose total number of sick and/or personal days absent does not exceed six (6) days, shall be able to convert the remaining accumulated sick and/or personal days at the end of each school year on the basis of a conversion equaling one (1) day for each five (5) days accumulated and such converted days shall be payable (compensable) at the end of the school year.

1. The basis for converted days shall be 1/200<sup>th</sup> of an employee's salary for that year.
2. A separate check shall be issued for said compensation.

- B. Conversion Of Sick Day Mid Year Retirement

1. FIRST 90 DAYS

Nurses - One hundred and twenty five dollars (\$125)

2. 91 – 150 DAYS

For the next sixty (60) days accumulated, one day's pay for each four (4) days accumulated, said days pay compensable at the 1/200<sup>th</sup> daily rate of pay for said employees, then existing;

3. 151 – 250 DAYS

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five accumulated days said days compensable at the rate of one hundred and fifteen dollars (\$115) each effective July 1, 2004;

4. OVER 250 DAYS

For all accumulated sick days in excess of two hundred fifty days, one day pay for each five accumulated days, said days pay to be compensable at the rate of ninety dollars (\$90) per day effective July 1, 2004.

5. REQUIREMENT

All converted sick leaves shall be deducted from the total number subject to be converted at (a) the end of the school year, or (b) upon retirement.

6. Exceptions to the ninety (90) day notice required for eligibility to convert accumulated sick leave may be granted by the Superintendent for reasons of personal illness of either the employee or a member of the employee's immediate family.

C. Conversion of sick days, July 1<sup>st</sup> retirements

1. FIRST 90 DAYS

Nurses – one hundred and thirty five dollars (\$135)

2. 91-150 DAYS

For the next sixty (60) days accumulated, one day's pay for each three point five (3.5) days accumulated, said days pay compensable at the at the 1/200<sup>th</sup> daily rate of pay for said employees, then existing;

3. 151 – 250 DAYS

For a total number of sick days between one hundred fifty-one (151) to two hundred fifty (250) days, one day's pay for each five accumulated days said days

compensable at the rate of one hundred and twenty five dollars (\$125) each effective July 1, 2004;

4. OVER 250 DAYS

For all accumulated sick days in excess of two hundred fifty (250) days, one day pay for each five accumulated days, said days pay to be compensable at the rate of one hundred and fifteen dollars (\$115) per day effective July 1, 2004.

5. REQUIREMENT

All converted sick leave shall be deducted from the total number subject to be converted at (a) the end of the school year, or (b) upon retirement.

- D. All converted sick leave shall be deducted from the total number subject to conversion at (a) the end of the school year, or (b) upon retirement. At no time shall any nurse be eligible both a Terminal Leave and compensation for conversation of sick time at retirement or within a two (2) year period.

**Section 10—Family Leave Act And Family And Medical Leave Act**

- A. Employees taking leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family and Medial Leave act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of sick leave, personal leave, vacation days, etc., in the leave.

B. Permitted Purposes For Leave

1. FLA—Serious Health condition of spouse, child, parent including parent-in-law, or the birth or placement for adoption of a child.
2. FMLA—Serious health condition of spouse, child or parent, or the employee’s own serious health condition, or the birth or placement for adoption or foster care of a child.

C. Seniority

Time spent on an unpaid Family Leave pursuant to this Section will be considered as time worked for purposes of determining seniority.

D. Attendance Improvement Plan

Absence for approved FLA or FMLA leaves will not be in the Attendance Improvement Program.

## ARTICLE IX

### ASSOCIATION RIGHTS

#### **Section 1 - Negotiations On School Time**

- A. Time for negotiations will be mutually agreed upon by the Association and the Newark Public Schools. Members of the Association's Negotiating Committee shall be granted Administrative Leave with pay if negotiations take place on school time. No more than three (3) nurses and one (1) NTA member who is not a nurse, shall have the right to receive pay under this provision.
  
- B. Nurses shall be granted Administrative Leave with pay the day following a negotiation session if the session lasts past 11:00 p.m. Nothing in this paragraph shall be construed to require the Newark Public Schools to negotiate during school hours or after 11:00 p.m.

#### **Section 2 - School Visitation By Association Representatives**

The Newark Public Schools shall permit the Association representative to visit schools. The Association representative shall make known her/his presence to the appropriate authority in the school. The visit shall not interfere with the normal education process. Conferences with nurses, should they become necessary shall be scheduled so as not to interfere with normal school functions.

#### **Section 3 - Advisory Board Agenda**

The Newark Public Schools shall make available to the N.T.A. one (1) copy of the official agenda of such public advisory board meetings at the same time when such agenda are made available to the public.

#### **Section 4 - Leave For Association Conventions**

Leaves of absence without loss of salary to attend convention of the American Nurses' Association, the New Jersey State Nurses' Association and other professional organizations not exceeding five (5) days in one (1) year nor two (2) individuals per convention shall be granted to duly qualified representatives of the Association. Written notice for administrative leave under this provision shall be submitted to the State District Superintendent or designee at least two (2) weeks in advance of the date or dates being requested.

**ARTICLE X**

**GRIEVANCE PROCEDURE**

The prompt, informal and confidential adjustment of grievances is encouraged and therefore the following procedure to accomplish this purpose is hereby established.

- A. A grievance is a complaint by an employee that (1) she has been treated unfairly or inequitably by reason of an act or condition, including those relative to employee health and safety, which is contrary to established and prevailing policy or practice governing or affecting employees, or (2) there has been as to her a violation, misinterpretation or misapplication of the provisions of this agreement, of any existing rule, regulation, or orders of the New Jersey State Department of Education having the force and effect of law.
- B. As used in the Article, the term “employee” means an individual nurse or a group of nurses having the same grievance.
- C. The Association shall have the right to initiate and process grievances which may be initiated and processed by an aggrieved employee under this Article, and shall have the right to appeal from disposition of any grievance at any step.
- D. No employee shall have the right to present a grievance unless it concerns a negotiable term and condition of employment.

E. **REPRESENTATION**

In the presenting and processing of grievances, the employee may be represented at her own expense by a person of her own choosing, except that she may not be represented by any other employee organization. In the event that a grievance is carried to Step 2, the Association shall be immediately notified.

F. **TIMES FOR MEETINGS OR HEARING**

The time for a meeting or hearing at all steps other than Step 1, within the prescribed time limit, shall be fixed by mutual agreement. In all cases (subject to the provision of Step 1 below) a representative of the Association shall have the right to be present and to present the Association’s view at each step of the grievance procedure. Any notice to be given by an employee under the provisions of this Article may be given for the employee by the Association with the employee’s consent.

## **PROCEDURE**

### **STEP 1**

The employee and, if the employee so desires, an Association representative shall first discuss the problem with the immediate administrative superior, who at this step of the grievance procedure shall be deemed to be the school principal.

### **STEP 2**

1. If the grievance is not satisfactorily adjusted within five (5) school days after the last discussion, the employee, with the assistance of an Association representative, if the nurse so desires, may submit it in writing within five (5) school days after the end of the said five (5) day period to her immediate supervisor for satisfactory adjustment. If the employee so desires, he/she may seek the assistance of an Association representative.
2. Such written grievance must be submitted to the immediate supervisor in any event within thirty (30) school days following her becoming aware of the act or circumstance giving rise to the grievance.
3. The said immediate superior shall schedule a meeting to discuss the grievance with the nurse and an Association representative prior to making a decision, but in any event, such decision shall be given in writing with the reasons therefore to the employee, the Association and the State District Superintendent/designee within five (5) school days after the written grievance has been submitted to her by the employee.

### **STEP 3**

The employee may appeal to the State District Superintendent/designee from the last mentioned decision of her immediate supervisor within five (5) school days after the decision has been given pursuant to the above provisions under the caption "Step 2", by giving to the State District Superintendent/designee and to the employee's immediate supervisor written notice of such appeal setting forth the specific basis of the grievance. The State District Superintendent/designee shall meet with the employee and an Association representative within twenty (20) school days after giving such appeal notice and shall give a decision in writing with reasons therefore to the employee, the Association and the employee's immediate supervisor within ten (10) school days after such meeting.

### **STEP 4**

In the event a grievance shall not have been settled under the above procedures, the employee may have the grievance submitted to binding arbitration. The employee's written request for binding arbitration shall be given to the State District Superintendent/designee within ten (10) school days after the decision of the State District Superintendent/designee has been given to the employee and the Association pursuant to the above provisions under caption Step 3.

The employee's written request for binding arbitration shall be subject to the provisions set forth below.

- A.
  - 1. The employee, or the association in the employee's behalf, shall request a list of arbitrators from the Public Employment Relations Commission (PERC) or the American Arbitration Association (AAA).
  - 2. The parties shall be bound by the rules and procedures of the AAA or PERC in the selection of an arbitrator.
- B.
  - 1. The arbitrator shall be empowered to hear only grievances within the scope of the definition of the term grievance under Section 1 of this Article.
  - 2. The arbitrator, in the performance of this duty shall be bound by and comply with the provisions of this agreement.
  - 3. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this agreement, or applicable law, or rules and regulations having the force and effect of law.
  - 4. The arbitrator's decision shall not usurp the functions or power of the State Operated School District as provided by statute.
  - 5. The arbitrator shall have the power to make compensatory awards, where necessary to implement the decision.
  - 6. The fees and expenses of the arbitrator shall be borne equally by the Newark Public Schools and the Association.
- C.
  - 1. The arbitration award shall be final and binding. The parties shall abide by same, and it shall be enforceable under the laws of the State of New Jersey.
  - 2. The arbitration award shall be in writing and shall set forth the opinions and conclusions on the issue(s) submitted.

## **GENERAL PROVISIONS**

- A. If the decision to be given by the employee's immediate administrative supervisor or the State District Superintendent/designee in accordance with the applicable provisions under "Step 1", "Step 2", or "Step 3" above are not given within the respective times by the said provisions specified, the employee shall have the right to proceed with her/his appeal to the next step or in the case of the decision specified under "Step 3", to request arbitration within the same time to the same parties and in the same manner as she would be required to give if a decision adverse to her had been rendered on the outside date prescribed above for rendering decisions under Step "2" or Step "3".

- B. If the employee fails to submit her written grievance within the time specified in the provisions under “Step 2” above, or if she fails to give within the prescribed time written notice of the request for arbitration mentioned under “Section 4” above, the grievance shall be deemed to have been waived. Time limits specified in this Article as to things to be done at any step may be extended by agreement between the parties.
1. Any written notice to be given hereunder by the nurse to her supervisor or to the State District Superintendent/designee may be given by hand, or by leaving it with a person in charge of the office of such supervisor, or of the State District Superintendent, or by mailing it by certified mail, return receipt requested, addressed to such superior, or to the State District Superintendent/designee at their respective offices.
  2. Such notice to be given to the association may be given by hand to the President of the Association or by mailing it by certified mail, return receipt requested addressed to the Association at its offices.
  3. The date of mailing shall be counted as the date of giving notice by the employee to her supervisor, the State District Superintendent under his Article, but if a notice or decision of the employee’s supervisor, the State District Superintendent designee is given to the employee by certified mail, the time within the employee may give notice of appeal as provided under Step “3” or notice of request for arbitration as provided under Step “4” above shall be increased by two (2) days.
- C. Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Association and Newark Public Schools representatives and witnesses. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay.
- D. A grievance arising from the action of a Supervisor, Director, or Coordinator attached to the Central Office, will first be discussed with the official, if not resolved informally, it may be processed in accordance with Steps "3" and "4".
- E. Nothing in this contract shall be construed as compelling the Association to submit a grievance to arbitration.
- F. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such arbitration.
- G. In the event that a grievance is carried to “Step 2” the Association shall be immediately notified. The time for a meeting or hearing at all steps other than “Step1” within the prescribed time limit shall be fixed by mutual agreement.
- H. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year.

- I. Official grievances shall not be placed in the personnel file of the employee, nor shall they be utilized in the promotional process or any recommendation for job placement.
- J. Any form for the appropriate filing of a grievance shall be mutually agreed to by the parties and made available in the office of the principal in every school.

## ARTICLE XI

### EMPLOYEE PROTECTION

#### **Section 1 - Statutory**

The Newark Public Schools recognizes that the protection afforded to Newark Public Schools employees under the provisions of 18A:16-6.1 of the New Jersey Statutes as presently in force or as such laws may be amended during the life of this Agreement and dealing with indemnity of employees against civil actions and certain criminal actions will be applicable to nurses.

#### **Section 2 - Job Action**

- A. In the event of a job action by any employee group that prevents nurses from entering a school building they shall contact the Bureau of Health Education and Services for instructions as to what to do.
- B. The State District Superintendent or designee shall make the decision as to procedure at this time and so direct the Director of the Department.

## ARTICLE XII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### **Section 1--Professional Development**

- A. The Newark Public Schools and the nurse mutually agree that in a rapidly changing society and medical technology, mutual planning to provide a program of continuous training and retraining of nurses should be undertaken and efforts be made to seek and obtain funding to provide for such items as (a) in-service courses, workshops, and seminars, (b) attendance at conferences, (c) attendance at university courses in order to update practicing school nurses with new medical and health developments, (d) a

complete updated nurses' reference library, (e) grants for planning and developing innovative school nursing services and other similar programs.

- B. The Newark Public Schools and the nurses agree to set up a special committee composed of the Director of Health Education and Services, the Supervisor of Nurses, the Assistant Executive Superintendent of Special Services, five (5) nurses nominated by the Association and any other individuals designed by the State District Superintendent.

The function of the committee, which will present its findings and recommendations to the State District Superintendent shall be:

1. To seek funds from public or foundation sources to provide training opportunities as described previously in this Article.
  2. To prepare any proposals necessary for obtaining such funds with the assistance of any Newark Public Schools staff experienced in preparing such proposals.
  3. To plan, implement, and evaluate any programs which might result if and when such funds might become available.
- C. 1. The Newark Public Schools shall establish a Professional Improvement Fund, based upon budgetary limitations as set forth below, to be made available to Nurses for expenses incurred in the attendance at professional conventions, conferences, workshops, or other similar events which may promote professional improvements, excluding tuition for graduate credits and/or school nurse certification; such attendance shall be permitted without any loss of wages or personal days.
2. Effective July 1, 2007, The Newark Public Schools will provide funds in the amount of \$23,000 each year for the duration of this agreement.
  3. All monies not utilized each year shall be cumulative in the fund.
  4. Each nurse will be limited to a maximum of seven hundred fifty dollars (\$750) per school year for professional improvement.

A maximum of five (5) nurses shall be permitted to attend a conference/event at any given time during the school year (September to June). New State and District travel policy must be adhered to.

- D. Directors will meet with new employees prior to the placement in a school. Said meeting will be held in the Department of Health Education and Services and include School nurse district policies and procedures.

- E. The Staff Development and Training Department in cooperation with the Department of Health Education and Services will provide a minimum of two (2) district wide in service programs for all school nurses.

## **Section 2 - Tuition Reimbursement Program**

Effective September 1, 2004, the NPS agrees to reimburse the cost of tuition not to exceed \$250 per credit for courses receiving prior approval from the Office of Staff Development. Employees may be reimbursed for up to three (3) credits per year. Effective September 1, 2005, the number of credits eligible for reimbursement shall be six (6) credits per employee per year. Effective September 1, 2007, the NPS's total cost for tuition reimbursement shall not exceed \$26,500 per year.

- A. To be eligible for tuition reimbursement, courses(s) shall be:
1. Courses that are part of a matriculated graduate program in the present field of nursing.
  2. In a health and/or nursing- related field to which the nurse may be assigned within the district (Health Coordinator, Supervisor or nursing)
  3. The office of Staff Development shall grant approval for tuition reimburse for graduate level courses as indicated below. Courses must be offered by an accredited college or university and listed in the college or course catalogue. Credit and approval for programs outside the regularly sponsored university schedule/program may be approved on an individual basis by the Deputy Superintendent of Schools whose decision is final and not subject to the grievance procedure.
- B. Courses which include study in the following areas shall be approved for reimbursement:
1. Nursing/teaching skills
  2. Values clarification
  3. Learning theory (e.g. health)
  4. Writing across content areas
  5. Critical thinking skills
  6. Curriculum development
  7. Classroom management
  8. Contemporary Social issues
  9. Subject matter course (s) in the nurse's area(s) of certification
- C. Non-specific Generic Foundation courses in the following study areas:
1. Drug and alcohol abuse awareness
  2. Suicide awareness
  3. School law
  4. Contemporary health issues awareness
  5. Computer literacy
  6. Development psychology

- D. Applications for reimbursement shall be submitted no later than forty-five (45) days prior to the beginning of the college academic term.
- E. Written approval for tuition reimbursement must be received from the Office of Staff Development prior to registration in a prescribed form available on the Office of Staff Development.
- F. One hundred percent (100%) payment for the above shall be forthcoming within forty-five (45) days upon receipt of official evidence of satisfactory completion of coursework. For the purpose of this program satisfactory is equivalent to a 'B' or better. Fifty percent (50%) reimburse will be for grade 'C.'
- G. A nurse will be limited to three (3) credits per year. Effective July 1, 2005, this will increase to six (6) credits per person per year.
- H. Nurses approved for tuition reimbursement shall forfeit the value of the reimbursement if the nurse resigns/retires for the District within three (3) years of the date the nurse received the reimbursement. A nurse shall not receive reimbursement for such course(s) if he/she indicates in writing the intent to leave the District prior to receipt of notice of official satisfactory completion of the course.

### **ARTICLE XIII**

#### **SPONSOR FOR STUDENT ACTIVITIES**

Should any nurse serve as the staff sponsor for any student activity, such nurse shall, where applicable, be remunerated at the same rate of compensation as is paid to teachers.

### **ARTICLE XIV**

#### **ASSIGNMENT AND TRANSFER**

##### **Section 1 - Voluntary Transfer**

- A. 1. Employees who wish to make application for transfer or assignment shall submit their request in writing, no later than March 15<sup>th</sup> of each year, to the Division of Human Resource Services and the Director of Health Education and Service. Such applications shall include in order of preference, the school or schools desired. Said requests will be kept on file for one school year only. If an employee does not receive the requested assignment, she shall take a new request for the following school year, if she still desires a transfer or a change in assignment.

2. Failure to submit a request prior to March 15<sup>th</sup> shall not preclude any Nurse from applying for any nurses' position that is posted as required by Section 2 of this article.
- B. The determination of the State District Superintendent on applications for transfer or assignment shall be made for good cause and shall in no case be based on any personal bias or vindictiveness against any applicant.
- C. Upon written request, any employee who has applied for, but has not been granted a transfer, will be given an explanation, in writing for said denial of transfer. Such written request for explanation as described above shall be submitted to the Division of Human Resource Services within ten (10) days of notice that transfer request has been denied.

## **Section 2 - School Assignments**

Changes in school assignments are often made to meet the needs of the total school situation. When this is necessary, the Director of Health Education and Services shall make these recommendations to the Personnel Director. On or about June 1, of every year and at such other times as are practicable, the Division of Human Resource Services shall prepare tentative lists of anticipated vacancies for the following academic year in the various schools. Such lists shall be posted on the bulletin board made available for the use of N.T.A. in each school.

## **ARTICLE XV**

### **PROMOTIONAL POSTING**

#### **Section 1 - New Positions**

In the event that new positions or promotional opportunities become available within the area of school nursing services the Newark Public Schools shall:

- A. Post notice of all openings and promotions for a minimum of fifteen (15) days prior to the closing date for application. The fifteen (15) day limitation may be waived by mutual agreement.
- B. Include in such notices complete and full details with respect to required qualifications, job specifications and salary to be paid.
- C. Give all employees in the unit full and equal opportunity to apply and complete for such positions.

#### **Section 2 - Applications**

All filing procedures for any promotional position will be undertaken according to prevailing requirements for the Newark Public Schools.

### **Section 3 - Nurse Practitioner**

In the event that the position of School Nurse Practitioner is used in the Newark Public Schools and the Association agree to negotiate the terms and conditions of employment for employees appointed/employed in this position.

## **ARTICLE XVI**

### **MISCELLANEOUS**

#### **Section 1 - Statement Of Sick Leave**

Should the Newark Public Schools payroll office discontinue the current practice of posting accumulated sick/personal days on paychecks, each nurse shall receive a statement of all sick days accumulated by her up to the end of the previous school year on or before November 1, of the subsequent school year.

#### **Section 2 - Protection Of Records**

The nurse's office of each school shall be equipped with files and other facilities capable of being locked in order to insure the protection and confidentiality of records.

#### **Section 3 - Child Study Team**

Nurses shall be included on child study teams in all cases involving school medical records and history and shall be made aware of any pertinent conclusion of such teams, which may involve the nurse's services.

#### **Section 4 - Discretionary Fund**

The Newark Public Schools and the Association agree to continue the nurse's discretionary fund. An amount of \$80.00 per nurse shall be made available by the Newark Public Schools in each year. Payment will be made in accordance with Circular 123. In any event, no payments will be made after March 1, each year.

#### **Section 5 - Nurse's Records**

Should any written materials in depreciation of any Nurse be placed in the personnel records of a nurse, the nurse involved will be informed, and if said material upon review is found to be unjustified, such materials will be expunged from the nurse's record.

### **Section 6 - Office Space**

- A. Nurse shall be supplied with a proper place to work (office).
- B. No nurse shall be placed to work in a broom closet or hall. Air conditioning shall be working in those places that do not have windows.
- C. The Health Office shall be cleaned.
- D. No exterminators shall be in the room while it is occupied.
- E. Area should be easily accessible and as close to main office as possible.
- F. A nurse shall be assigned to every school if feasible and the budget permits.
- G. In the event that no nurse is present in a school and first aid is necessary, the principal shall be responsible for assigning someone trained in first aid procedure to provide this care.

### **Section 7 - Equipment**

Equipment shall be repaired and replaced as necessary. Until each school is supplied with an audiometer, the nurse or responsible person designated by the principal shall be responsible for delivering to the school and returning to Central Office any audiometer that is borrowed for audiometric screening. The nurse or designated person will be reimbursed for bus transportation through the petty cash fund of the school.

### **Section 8 - Supply Delivery**

The nurse or responsible person designated by the principal shall be responsible for delivering biological and syringes to school. They shall be released during school hours and be reimbursed for transportation costs through the Department of Health Education.

### **Section 9 - Travel Reimbursement**

- A. Travel reimbursement shall be at the rate established by the IRS.
- B. Requests for reimbursement of toll and/or parking costs shall be supported by submission of receipts.
- C. Requests for Travel reimbursement shall be made by completion of Newark Public Schools established forms for this purpose.

## **Section 10 - Labor Management Committee**

A Labor Management Committee consisting of representatives of the Newark Public Schools and the Union shall be set up for the purpose of reviewing issues of common interest.

## **Section 11 - Personnel File**

The Newark Public Schools agrees to continue its policy of treating personnel files as confidential. Any employee shall have the right to review, by appointment, her personnel file. Upon request the Employer will reproduce one (1) copy of any materials in the employee's file at no cost to employee.

## **ARTICLE XVII**

### **MANAGEMENT RIGHTS**

The Newark Public Schools reserves to itself sole jurisdiction and authority over matters of policy and retains the right to carry out the mission of the school district subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and statutory regulations.

## **ARTICLE XVIII**

### **CONFORMITY TO LAW AND SAVINGS CLAUSE**

If any provisions of this agreement is or shall at any time be determined to be contrary to law by a court competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event any provision of this agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue to remain in full force and effect.

## ARTICLE XIX

### DUES DEDUCTION AND AGENCY SHOP FEES

#### **Section 1 - Dues Deduction**

- A. The Newark Public Schools agree to continue to deduct from the salary of its employees dues for the Association, as said employees individually and voluntarily authorize. The Newark Public Schools will remit dues deducted from the members supported by a schedule listing names and amounts within twenty (20) days after the end of the month. Dues shall be deducted each pay period at the rate prescribed in writing by the Association.
- B. Prior to the beginning of each membership year, the Association will notify the Newark Public Schools in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.

#### **Section 2 - Agency Shop**

The Newark Public Schools agrees to continue to deduct a representation fee from the salary of its employees at the rate of 85% of the dues amount for all employees in the bargaining unit who do not make application for membership in the Association within thirty (30) days after their date of hire, in accordance with all applicable statutes and regulations.

## ARTICLE XX

### WORKER'S COMPENSATION

In the event an employee is injured in the performance of her duties. The Newark Public Schools will pay to the affected employee the full salary or wages for the period of such absence for up to one calendar year. Absences will be deducted from available sick time until such notice is received that the accident is, in fact a Worker's Compensation issue. Upon receipt of the proper notification from the Newark Public Schools Worker's Compensation administrator, all approved absences charge to sick time will be restored to the affected employee by the Office of Payroll.

These provisions shall not apply if:

- A. The injury has been declared noncompensable by the Newark Public Schools Worker's Compensation administrator.

B. An employee has been released to return to work and fails to return on the date specified.

**ARTICLE XXI**

**EMPLOYEE ASSISTANCE PROGRAM**

The Newark Public Schools agree to continue to provide an Employee Assistance Program (EAP) designed to assist any full-time employee with concerns that may interfere with her work experience. Any full-time employee may utilize the EAP on a voluntary basis for private, confidential and individualized service.

## **ARTICLE XXII**

### **DURATION**

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of July 1, 2006 and shall continue to remain in full force and effect until June 30, 2009.