

AGREEMENT
BETWEEN
CITY OF ELIZABETH, NEW JERSEY
AND
ELIZABETH PUBLIC HEALTH NURSES ASSOCIATION

JULY 1, 2021 THROUGH JUNE 30, 2025

Prepared By:
LUM, DRASCO & POSITAN LLC

Special Labor Counsel
City of Elizabeth

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	2
RECOGNITION	2
ARTICLE II	3
CHECKOFF.....	3
ARTICLE III.....	4
UNION SECURITY	4
ARTICLE IV.....	5
BAN ON STRIKES	5
ARTICLE V	6
MANAGEMENT RESPONSIBILITY	6
ARTICLE VI.....	7
WAGES	7
ARTICLE VII	8
CLOTHING ALLOWANCE.....	8
ARTICLE VIII.....	9
DISCIPLINE AND DISCHARGE	9
ARTICLE IX.....	10
GRIEVANCE PROCEDURE AND ARBITRATION	10
ARTICLE X.....	12
SENIORITY.....	12
ARTICLE XI.....	13
LONGEVITY.....	13
ARTICLE XII	14
HOLIDAYS.....	14
ARTICLE XIII.....	15
OVERTIME.....	15
ARTICLE XIV.....	16
VACATIONS.....	16

ARTICLE XV.....	18
FUNERAL LEAVE.....	18
ARTICLE XVI.....	19
SICK LEAVE	19
ARTICLE XVII	21
ANNUAL MEDICAL EXAMINATIONS.....	21
ARTICLE XVIII.....	22
PERSONAL DAY	22
ARTICLE XIX.....	23
MATERNITY LEAVE.....	23
ARTICLE XX.....	24
MILITARY LEAVE.....	24
ARTICLE XXI.....	25
LEAVE WITHOUT PAY	25
ARTICLE XXII	26
ASSOCIATION BUSINESS	26
ARTICLE XXIII.....	27
BULLETIN BOARDS.....	27
ARTICLE XXIV.....	28
RULES AND REGULATIONS	28
ARTICLE XXV	29
WORKWEEK.....	29
ARTICLE XXVI.....	30
ACTING SUPERVISORS.....	30
ARTICLE XXVII	31
REPORTING DAY OFF	31
ARTICLE XXVIII	32
INSURANCE.....	32
ARTICLE XXIX.....	35
EDUCATION	35

ARTICLE XXX.....	36
NOTICES TO ASSOCIATION.....	36
ARTICLE XXXI.....	37
TRAVEL ALLOWANCE.....	37
ARTICLE XXXII	38
RESIDENCY REQUIREMENT	38
ARTICLE XXXIII	39
EMBODIMENT OF AGREEMENT.....	39
ARTICLE XXXIV	40
APPROPRIATION OF FUNDS.....	40
ARTICLE XXXV	41
TERMINATION OF AGREEMENT	41

THIS AGREEMENT ENTERED into this 2nd day of May, 2023,
between the CITY OF ELIZABETH, NEW JERSEY, hereinafter referred to as the "City" or the
"Employer" and the ELIZABETH PUBLIC HEALTH NURSES ASSOCIATION, hereinafter
referred to as the "Association".

ARTICLE I

RECOGNITION

1. The City hereby recognizes Elizabeth Public Health Nurses Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all permanent and temporary Public Health Nurses employed by the City who have completed ninety (90) calendar days probationary period, but excluding all other employees including the director, supervisor and other clerical personnel.

2. Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement, refers to all persons represented by the Association in the above-defined negotiating unit.

ARTICLE II

CHECKOFF

1. Upon receipt of written authorization, the employer shall deduct Association dues weekly, on a pro rata basis, and shall remit the moneys collected to the Association once each month, not later than the 15th of the month. The Association agrees to indemnify and hold harmless the City from any cause of action, claims, loss or damages incurred as a result of the clause.

2. All deductions under this Article shall be subject to revocation at the termination of this Agreement by the employees who executed such assignments, upon giving written notice to that effect thirty (30) days prior to the expiration date of this Agreement. Such notice shall be given to the Association and the City Comptroller. The City Comptroller and the City Treasurer shall thereafter cease withholding any moneys whatever under such assignments.

3. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions and upon forwarding check in payment of such deductions by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

4. If any provisions of this Article are invalid under Federal law, or the laws of the State of New Jersey, said provisions shall be modified to comply with the requirements of Federal or State laws or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE III

UNION SECURITY

1. Upon the request of the Union, the employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the Union.

3. The amount of said representation fee shall be certified to the employer by the Union, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its members.

4. The Union agrees to indemnify and hold the employer harmless against any liability, cause of action, or claims of loss whatsoever arising as a result of said deductions.

5. The employer shall remit the amounts deducted to the Union monthly, on or before the 15th of the month following the month in which such deductions were made.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13a-5.4 (2) (C) and (3) (L. 1979, c.477), and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making such deductions.

ARTICLE IV

BAN ON STRIKES

1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that they will not engage in, encourage, or sanction strikes, slowdowns, lockouts, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

3. The City shall have the right to discipline or discharge any employee participating in such activities as are prohibited in paragraph 2 hereof.

ARTICLE V

MANAGEMENT RESPONSIBILITY

1. It is recognized that the management of the Health Division, the control of its properties and the maintenance of order and efficiency are sole responsibilities of the City. Accordingly the City retains the following rights; except as they may be abridged in this Agreement, including, but not limited to selection and direction of the force; to hire; to suspend or discharge for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty for reasons of economy as provided for in N.J.S.A. 11A:8-1 and N.J.A.C. 4A:8-1.1 et seq. or for other legitimate reasons, not inconsistent with the terms and provisions of this Agreement; to decide on the number and location of facilities, to determine the work to be performed; amount of supervision necessary, equipment, methods, together with the selection, procurement, designing, engineering and control of equipment and materials; and to purchase services of others by contract or otherwise. It also retains the right to discontinue this service, at any time, for reasons of economy.

2. City-wide employee benefits granted during the life of this Agreement will include employees covered by this contract.

ARTICLE VI

WAGES

1. All regular, full time employees covered by this Agreement shall receive an across-the-board increase in their respective ranges as follows:

2% effective July 1, 2021;

2.25 effective July 1, 2022;

2.25% effective July 1, 2023;

2.25% effective July 1, 2024

2. The maximum step for each title on the salary guide will be increased \$500 effective July 1, 2009. The increase of the maximum step for each title on the salary guide, however, will not increase the individual salary of any unit member who will receive a 0% increase effective July 1, 2009.

ARTICLE VII

CLOTHING ALLOWANCE

1. All Public Health Nurses covered by this Agreement, who are employed by the City will be reimbursed \$400.00 annually for maintenance and upkeep of uniforms for the year. Upon the submission of receipts by the Nurse, the City will issue a voucher made payable to the Nurse. Receipts must be submitted by June 15th of each contract year in order to be processed for reimbursement for the contract year.

2. The City reserves the right to supply uniforms and maintenance in lieu of above payments on or after July 1, 2001 upon sixty (60) days' notice, in writing, to representatives of the employees covered by this Agreement,

ARTICLE VIII

DISCIPLINE AND DISCHARGE

1. Discipline and discharge of employees shall be as provided in New Jersey Department of Personnel statutes, rules and regulations.

2. Any bargaining unit employee will have the right to have a union representative present at any disciplinary sessions or at any meeting which may result in disciplinary action against any employee.

ARTICLE IX

GRIEVANCE PROCEDURE AND ARBITRATION

1. In the event that any differences or dispute should arise between the City and the Association or its members employed by the City over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner. A member of the bargaining unit who wishes to file a grievance over provisions contained in the contract shall first submit in writing the occurrence to be aggrieved to the unit's grievance chairperson, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee's knowledge thereof, whichever is later.

Step 1: Between the grievance chairperson and the employee's superior. If no satisfactory agreement is reached within three (3) working days, then

Step 2: between an official of the Association in conference with the Director or his/her designee; should no acceptable agreement be reached within three (3) working days, then

Step 3: the matter may be referred to arbitration by the City or the Association only.

2. Either party may notify the other in writing, by certified mail, not later than ten (10) calendar days after receipt of the written response of the Step 2 meeting of the intention to proceed to arbitration. Failing to agree on a satisfactory arbitrator within five (5) calendar days, the moving party may request the Public Employment Relations Commission to designate the Arbitrator in accordance with AAA rules and regulations.

3. The arbitrator shall be limited to the issues presented, and shall have no power to

add to, subtract from, or modify any of the terms of this Agreement to establish any wage rate. The decision shall be final and binding. The cost of arbitration shall be borne equally by both parties.

4. Unless extended by mutual agreement, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

5. It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present agreement between the parties unless such other agreement is related to present agreement; (b) involves issues not covered by the terms and conditions of this agreement; (c) would require an arbitrator to rule on, consider, or decide a modification of negotiated rates of pay; (d) would require an arbitrator to consider, rule on, or decide the elements of a job assignment, or the right of management to assign or re-assignment of work does not conflict with provisions of this agreement; (e) pertains in any way to the administration, interpretation or application of insurance, pension, savings or other benefit plans, or deals with covered employees who have not satisfactorily completed the designated probationary period. Nothing contained herein, where arbitration is not obtainable, shall prevent or bar the Association or the City of Elizabeth or an aggrieved employee from seeking redress through litigation in the courts.

ARTICLE X

SENIORITY

1. Seniority is defined to mean the accumulated length of continuous service with the City, computed from the last date of hire for the purpose of benefits and is defined to mean the accumulated length of continuous service as a Public Health Nurse with the City for the purpose of layoff, recall from layoff, filling of vacancies, assignments or re-assignments, promotions. An employee's length of service shall not be reduced by time lost due to authorized leave with pay for a bona fide illness or injury certified by a physician or for authorized leave without pay under limitation specified in Article XVIII. While on leave without pay, the employee does not accrue sick leave or vacation time.

2. Seniority may be lost and employment terminated if any of the following occur:

- a. Discharge for just cause.
- b. Resignation.
- c. Absence for five (5) consecutive working days without leave or notice.
- d. Absence for illness or injury or leave without pay for more than one (1) continuous year unless extended by the City.

3. It is understood and agreed that in all cases of layoff and recalls from layoff, seniority shall prevail.

ARTICLE XI

LONGEVITY

1. All permanent employees covered by this Agreement shall be entitled to be paid longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows if the employee's anniversary date falls between January 1 and June 30, he/she shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he/she shall be entitled to adjusted longevity pay retroactive to July 1. Longevity pay, in the case of salary increases, will be credited retroactively to the January 1st preceding the execution date of this contract and will accordingly be computed on the new base salary. Effective July 1, 2001, new hires shall not be entitled to receive any longevity pay.

2. The scale of longevity pay shall be as follows:

4th year of employment to completion of 7th year	2%
8th year of employment to completion of 11th year	4%
12th year of employment to completion of 15th year	6%
16th year of employment to completion of 19th year	8%
20th year of employment to completion of 24th year	10%
25th year of employment and over	12%

the date of retirement. In the event that an employee is entitled to vacation leave at the time of death, his/her estate shall receive the earned vacation pay on the same basis as an employee who is retiring.

6. Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) additional days vacation for that anniversary year only.

ARTICLE XV

FUNERAL LEAVE

1. Leave with pay, not to exceed five (5) days, shall be granted to an employee in the event of the death of the employee's current spouse, children, step or foster children, brothers, sisters, parents of an employee, and any dependents other than those previously identified residing in the employee's household. For purposes of this provision, a "dependent" is any individual whom the employee may claim as a dependent for federal income tax purposes.

2. Leave with pay, not to extend three (3) days, shall be granted to an employee in the event of the death of the employee's current parents-in-law, current brothers-in-law, current sisters-in-law, current sons-in-law, current daughters-in-law, or grandparents, or grandchildren of employee or current spouse.

3. One (1) working day of Funeral leave shall be allowed in the event of the death of a blood-related aunt or uncle.

4. Special cases will be referred to the Director.

5. Leave with pay as provided for in this section is intended to be used for the purposes of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall not be accumulated. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XVI

SICK LEAVE

1. Sick leave shall be as provided for in the New Jersey Department of Personnel statutes, rules and regulations.

Attendance Incentive

Any Public Health Nurses Association member who does not use a sick day for an entire calendar year will be given one-time payment of \$625 the May of the following calendar year. The first possible payment under this incentive will be May 1, 2022. Subsequent years will begin on January 1, with a payment in May of the following year.

Donated Sick Leave.

Employees are eligible to participate in the City's Donated Sick and Vacation Leave Program, in order to donate earned sick and/or vacation time to another City of Elizabeth employee who is suffering from a catastrophic health condition or injury which compels his/her prolonged absence from work. Details about the program are available from the Personnel Division or the Department Head.

Sick Leave Buy-Out

Effective July 1, 1997, an employee who retires or is laid off from employment with the City shall be reimbursed for accumulated unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum payment of fifteen thousand (\$15,000) dollars. Payment shall be made within six (6) months of the effective separation date. For employees who are laid off, there is no length of service requirements. All employees must have at least thirty (30) accumulated sick days to be eligible for reimbursement.

Effective July 1, 1997, in the event of an employee's death while actively employed, the

employee's estate shall be reimbursed for accumulated unused sick time at the rate of fifty (50%) percent of the employee's daily rate of pay to a maximum payment of fifteen thousand (\$15,000) dollars. Payment shall be made within six (6) months of the employee's death.

ARTICLE XVII

ANNUAL MEDICAL EXAMINATIONS

1. The Nurse shall arrange to have a yearly medical examination.
2. A certification from the Nurse' s physician will be submitted attesting that the physical exam was performed. Reports and results of appropriate tests will be retained in a confidential manner.
3. The cost of the medical examination will first be processed by the employee through their health benefit coverage. Any outstanding balance due will be reimbursed to the employee.

ARTICLE XVIII

PERSONAL DAY

1. After one (1) year of service computed from the last date of hire, full-time employees may be granted two (2) Personal Leave Days during each year of this Contract for any of the following reasons:

- a. Religious observance.
- b. Death of a blood relative not included in the Funeral Leave section.
- c. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in this Agreement, provided the employee states the specific reason for the request and such is approved in writing by the department head.

2. This day shall not be accumulated or cashed out.

3. Effective January 1, 2002, full-time employees may be granted up to three (3) Personal Leave Days during each year of this Agreement after one (1) year of service computed from the last date of hire, for use for any of the reasons listed in Section 1, above. These Personal Leave Days shall not be accumulated or cashed out.

ARTICLE XIX

MATERNITY LEAVE

1. Upon request, in writing to the appointing authority, a regular, full-time employee shall be entitled to a maternity leave of absence not to exceed six (6) months. The employee may request that such leave shall be with pay to the extent of accrued sick leave, otherwise, the time on leave shall be without pay. When an employee is informed by a physician that she is pregnant, the employee shall immediately inform her Director in writing of same. The Director, upon learning that an employee is pregnant, shall require a written statement from the treating physician attesting to the fact that said employee is physically capable of continuing employment and is able to perform all the duties of her position. The Director shall advise the treating physician of the title and duties prior to the physician preparing the statement as referred to hereinabove.

2. Employees on maternity leave must return to work not more than thirty (30) days after birth or termination of pregnancy, whichever occurs sooner, unless the employee submits a statement, in writing, from the treating physician stating the need for an extended leave and indicating the length of such extension.

3. An employee returning to work from maternity leave must present to the Director a physician's statement certifying her ability to resume all normal duties. Seniority shall be accrued while the employee is on paid leave, but shall be retained during leave without pay.

ARTICLE XX

MILITARY LEAVE

Military Leave shall be provided in accordance with applicable Federal and State statutes and regulations.

ARTICLE XXI

LEAVE WITHOUT PAY

1. The appointing authority may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at any one time.

2. Such leave of absence may be renewed for an additional period not to exceed six (6) months only by formal action of the appointing authority with the approval of the governing body. No former renewal may be granted except upon the approval by the Department of Personnel for reasons as established by Department regulations.

3. Request for such leave shall be in writing to the appointing authority not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested.

4. Such request for leaves will not be unreasonably denied.

ARTICLE XXII

ASSOCIATION BUSINESS

1. Meetings between representatives of the City and of the Association for negotiation of terms of the Agreement on the handling of grievances as prescribed herein should be scheduled on City time wherever practicable.

2. Leave of absence with pay to attend and serve as delegate to convention of the Association may be granted in writing for not less than two (2) nor more than three (3) employees, not to exceed four (4) days during a calendar year, contingent upon available manpower.

ARTICLE XXIII

BULLETIN BOARDS

1. The Association shall be allowed partial use of the bulletin board located in the Nurses' room for the posting of notices relating to meetings and official business only.
2. No notice shall be posted until it has been submitted to the Director of Health and Human Services.

ARTICLE XXIV

RULES AND REGULATIONS

1. The City may establish and enforce reasonable, binding rules and regulations in connection with its operation and maintenance of discipline provided rules and regulations are first negotiated with the Association and provided further, prior to the implementation, copies shall be furnished to the Association.

2. It is understood that employees shall comply with all such rules and regulations. Employees shall promptly execute the instruction and orders of the director and supervisors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other supervisor is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article IX of this contract.

3. The failure of an employee to comply with such a rule or regulation may be the basis for disciplinary action subject to the right of the employee to treat such action as a grievance and subject to arbitration.

4. The City agrees that its officers and supervisors will not ask any employee or employees to engage in any activity which would violate accepted safety practices.

ARTICLE XII

HOLIDAYS

1. An employee not required to work shall receive time off with straight time pay for each of the following holidays and other Holidays which may be granted from time to time to other City employees:

New Year's Day	Labor Day
Martin Luther King Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Friday after Thanksgiving
Juneteenth* (3 rd Friday June)	Christmas
Independence Day	

Floating holiday to be determined annually by the Business Administrator.

2. Employees required to work on a Holiday, shall receive, at their option, compensatory time or pay at one and one half times the regular base rate in addition to the straight time pay for the Holiday.

3. If any of the above holidays fall on Sunday, Monday shall be considered as the holiday. If the Holiday falls on Saturday, the previous Friday shall be considered the Holiday.

4. If one of the above holidays falls within an employee's vacation period, the employee shall not be charged a vacation day for said holiday.

ARTICLE XIII

OVERTIME

1. Employees, when required to work overtime, will receive the first ten (10) hours during the weekly pay period, Monday through Sunday, in compensatory time on an hour for hour basis; all over forty (40) hours in the work week shall be paid at the rate of one and one-half times their regular rate of pay.

2. The employee's regular rate of pay is the base salary plus longevity.

3. The employees shall have the option to take payment in money for all over forty (40) hours or in compensatory time at the rate of one and one-half hours for each hour worked. Compensatory time shall be taken at a time when it does not interfere with the efficient operation of the department with the approval of the Director.

4. All overtime, except in emergencies, shall be voluntary and no employee shall be subject to discipline or discrimination for having refused to work overtime.

5. A seniority list shall be established and maintained for selection of those to work overtime. Overtime will be rotated amongst employees on the seniority list starting with those with the most seniority. If an employee refuses an assignment to work overtime or fails to report once assigned, unless excused by the Director, he/she shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

6. Three (3) days' notice shall be given to employees when they are to be assigned overtime for special programs scheduled for evenings, weekends or holidays, except emergencies.

7. In the event that there is insufficient manpower qualified and available for work, the Director shall have the authority to subcontract for outside assistance.

ARTICLE XIV

VACATIONS

1. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

1st year - 1 working day per month

<u>BEGINNING</u>	<u>ENDING</u>	
2nd year	5th year	13 working days
6th year	10th year	15 working days
11th year	15th year	18 working days
16th year	20th year	20 working days
21st year	25th year	23 working days
after 25 years		26 working days

2. Vacations shall normally begin following the regular "days off" of the employee.

3. When any vacation is not taken in the calendar year, when earned, because of the employee's option, the same can be taken in the following year. Such accumulated vacation days shall be taken on a date set with the consent of the department head, but may not be extended beyond the second year.

4. The vacation period shall be the calendar year from the 1st day of January to the 31st day of December. Vacations shall be scheduled by the Director, giving priority to employee choice according to seniority.

5. Any Public Health Nurse covered by this Agreement, who is entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken prior to

ARTICLE XXV

WORKWEEK

1. Effective July 1, 2018, the workweek shall increase from thirty (30) hours to thirty-five (35) hours. Effective July 1, 2021 the workweek shall increase from thirty-five (35) hours to forty (40) hours.

2. The work week shall comprise of two (2) schedules:

- a. From 8:30 a.m. to 3:30 p.m.
- b. From 9:00 a.m. to 4:00 p.m.

3. The Director shall arrange said schedules so as to provide for the efficient operation of the Department.

4. Any Public Health Nurses Association Employee who works on Saturdays or Holidays shall receive double-pay during the hours worked on Sundays and Holidays.

ARTICLE XXVI

ACTING SUPERVISORS

Acting supervisors shall receive the minimum of the pay range of the supervisor.

ARTICLE XXVII

REPORTING DAY OFF

When a Public Health Nurse calls in to report that he/she will not be available for that day, he/she must only report this to his/her immediate supervisor who in turn will notify all those concerned.

ARTICLE XXVIII

INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization coverage, including Rider "J" of the New Jersey Blue Cross and Major Medical Insurance, the premiums of which shall be paid for by the City.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88, PL. 1974 does:

- i. apply to all eligible present and future pensioners of the employer and their dependents:
- ii. continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.
- iii. provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75 Public Laws of 1972,
- iv. require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program but not including survivors, if such employees retired from a State or locally-administered retirement

system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees who retired on disability pensions based on fewer years of service credited in such retirement system, and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses in accordance with the regulations of the State Health Benefits Commission

4. All employees covered by this Agreement and eligible members of their families will be covered by a Dental Plan. The Traditional Dental Benefit is allowed an increase from a maximum of one thousand five hundred dollars (\$1,500) to a maximum of two thousand five hundred dollars (\$2,500). Orthodontic care shall increase from a maximum of one thousand dollars (\$1,000.00) to a maximum of two thousand dollars (\$2,000.00). The Traditional Plan shall now cover 100% of preventative care with a \$25.00 copay per person with a maximum copay amount of \$75.00 per family. The premiums will be paid by the City.

5. All employees covered by this Agreement and eligible members of their families will be covered by a prescription drug plan. The premiums will be paid by the City. Effective July 1, 2018, the prescription drug plan shall be as follows: generic co-pay of \$3.00 and brand name co-pay of \$10.00, and \$0 for mail order. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

6. All eligible employees covered by this Agreement and eligible members of their families will be covered by a vision plan, as selected by the City, and provided that all appropriate eligibility requirements are met.

7. The City shall freeze the health care contributions rate at the Public Health Nurse

Association member's July 1, 2017 rate. This contribution shall change in the event the member's personal/marital status changes.

8. In the event that there are legislative changes covering health benefits during the contract period for which the City may give notice of re-opener for health benefits, then the Union shall have the right to re-open the salary increases (percentages) for the remaining years of the contract.

ARTICLE XXIX

EDUCATION

1 A. Employees enrolled for an associate's or a bachelor's degree program as a matriculated student in a government/employment related discipline shall be reimbursed as set forth below for the cost of tuition or part thereof at the New Jersey State College rate when approved in advance, in writing by the Business Administrator. Such approval will not be unreasonably withheld.

 B. Reimbursement will be as follows;

- (a) any grade of B or better - 100% of New Jersey State College rate.
- (b) a grade of C - 75% of New Jersey State College rate.
- (c) a grade less than C - 0%

2. The taking of any such courses shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not satisfactorily and fully completed.

ARTICLE XXX

NOTICES TO ASSOCIATION

Copies of all general orders and communications affecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within ten (10) working days of their promulgation.

ARTICLE XXXI

TRAVEL ALLOWANCE

Effective July 1, 200 I all employees covered by this Agreement, who are required to use privately-owned automobiles in the performance of their duties, shall receive \$300.00 per month for the use of said vehicle.

ARTICLE XXXII

RESIDENCY REQUIREMENT

The residency requirement will be waived for Public Health Nurses Association members after fifteen (15) years of permanent employment with the City. The City will take the necessary steps to effectuate this change.

ARTICLE XXXIII

EMBODIMENT OF AGREEMENT

1. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

2. Neither this Article nor this contract shall be interpreted so as to cause any reduction in salaries or benefits which are presently in existence.

ARTICLE XXXIV

APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this Agreement shall be specifically subject to the appropriation of adequate and necessary funds therefore by the Elizabeth City Council in its annual municipal budget or as otherwise allowed by law .

ARTICLE XXXV

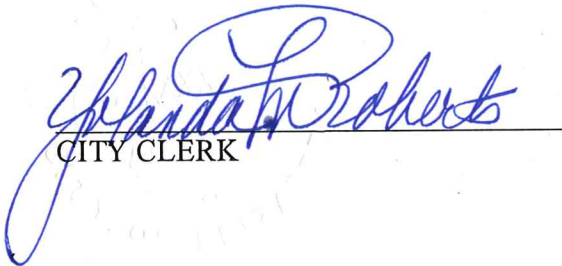
TERMINATION OF AGREEMENT

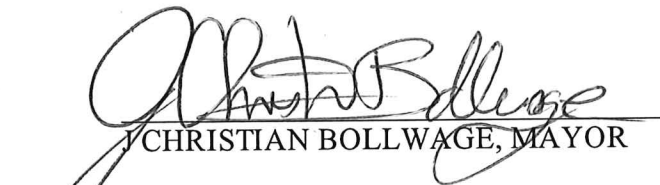
This Agreement shall be effective as of July 1, 2021 and shall remain in full force and effect through June 30, 2025 and shall be automatically renewed and extended from year to year thereafter without addition, change or amendment unless either party serves notice in writing to the other party not less than sixty (60) days before the end of the term then in existence of its desire to terminate, change, amend or add to this Agreement.

IN WITNESS WHEREOF, the undersigned parties duly authorized to do so have executed this Agreement this 2nd day of May, 2023.

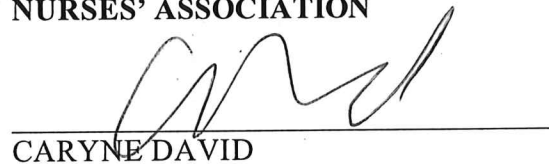
ATTEST:

CITY OF ELIZABETH, NEW JERSEY

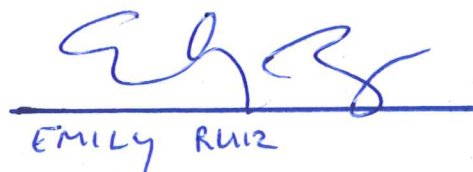

CITY CLERK


CHRISTIAN BOLLWAGE, MAYOR

**ELIZABETH PUBLIC HEALTH
NURSES' ASSOCIATION**


CARYNE DAVID

WITNESS:


EMILY RUIZ

CITY OF ELIZABETH
APPROVED AS TO FORM
PHYSICAL CONDITIONS
TERMS & CONDITIONS
DESCRIPTION

APPENDIX "A"

PUBLIC HEALTH NURSES ASSOCIATION
4 year contract 7-01-2021 through 6-30-2025

<u>Title</u>	<u>T/O</u>	<u>Position title</u>	<u>Range</u>		<u>2020</u> 35 hrs base	<u>Steps</u>	<u>7/1/2021</u> (2% increase)	<u>7/1/2022</u> (2.25% increase)	<u>7/1/2023</u> (2.25% increase)	<u>7/1/2024</u> (2.25% increase)
PUBLIC HEALTH NURSE	2	35hrs	PHN-2 35hr							
1st year (calendar)					62276	1	63,522	64,951	66,412	67,906
Beginning of 2nd year					64280	2	65,566	67,041	68,549	70,091
Beginning of 3rd year					66290	3	67,616	69,137	70,693	72,284
Beginning of 4th year					68964	4	68,303	69,840	71,411	73,018
Beginning of 5th year					67336	5	68,989	70,541	72,128	73,751
Beginning of 6th year					68304	6	69,670	71,238	72,841	74,480
Beginning of 7th year					68975	7	70,355	71,938	73,557	75,212
Beginning of 8th year					70986	8	72,406	74,035	75,701	77,404
Beginning of 9th year					74578	9	76,070	77,782	79,532	81,321
Beginning of 10th year & over					78028	10	79,589	81,380	83,211	85,083

<u>TITLE</u>	<u>T/O</u>	<u>Position title</u>	<u>RANGE</u>	<u>STEPS</u>	<u>INCREMENT</u>	<u>MAXIMUM</u> <u>STEPS</u>	<u>MAXIMUM</u> <u>INCREMENT</u>	<u>2020</u> 35 hrs base	<u>7-01-2021 (2% inc)</u> Minimum	Maximum	<u>7-01-2022 (2.25% inc)</u> Minimum	Maximum	<u>7-01-2023 (2.25% inc)</u> Minimum	Maximum	<u>7-01-2024 (2.25% inc)</u> Minimum	Maximum
GRADUATE NURSE PUBLIC HEALTH/35	1	1930-35	01-35GPH	3	325	1	825	59046	58,427	60,227	59,782	61,582	61,168	62,968	62,585	64,385
GRADUATE NURSE PUBLIC HEALTH/40	1	1930-40	01-40GPH	3	325	1	825		65,707	67,507	67,226	69,026	68,779	70,579	70,367	72,167

<u>TITLE</u>	<u>T/O</u>	<u>Position title</u>	<u>RANGE</u>	<u>STEPS</u>	<u>INCREMENT</u>	<u>MAXIMUM</u> <u>STEPS</u>	<u>MAXIMUM</u> <u>INCREMENT</u>	<u>2020</u> 35 hrs base	<u>7-01-2021 (2% inc)</u> Minimum	Maximum	<u>7-01-2022 (2.25% inc)</u> Minimum	Maximum	<u>7-01-2023 (2.25% inc)</u> Minimum	Maximum	<u>7-01-2024 (2.25% inc)</u> Minimum	Maximum
SR PUBLIC NURSE	1	03536-35	01-35PHN	3	325	1	825	74729	74,424	76,224	76,139	77,939	77,893	79,693	79,686	81,486
SR PUBLIC NURSE	1	03536-40	01-40PHN	3	325	1	825		92,000	93,800	94,111	95,911	96,269	98,069	98,476	100,276

<u>TITLE</u>	<u>T/O</u>	<u>Position title</u>	<u>RANGE</u>	<u>STEPS</u>	<u>INCREMENT</u>	<u>MAXIMUM</u> <u>STEPS</u>	<u>MAXIMUM</u> <u>INCREMENT</u>	<u>2020</u> 35 hrs base	<u>7-01-2021 (2% inc)</u> Minimum	Maximum	<u>7-01-2022 (2.25% inc)</u> Minimum	Maximum	<u>7-01-2023 (2.25% inc)</u> Minimum	Maximum	<u>7-01-2024 (2.25% inc)</u> Minimum	Maximum
ADVANCE PRACTICE NURSE	1	51200-40	01-40PHN	3	450	1	950	99246	98,931	101,231	101,209	103,509	103,538	105,839	105,919	108,219
ASSISTANT PUBLIC HEALTH NURSING SUPERVISOR	1	40	01-40PHN	3	450	1	950		-2,300	0	-2,300	0	-2,300	0	-2,300	0

PUBLIC HEALTH NURSES ASSOCIATION

4 year contract 7-01-2021 through 6-30-2025

<u>Title</u>	<u>T/O</u>	<u>Position title</u>	<u>Range</u>	<u>35 HRS</u>	<u>RATES</u>	<u>2020</u>	<u>Steps</u>	<u>7/1/2021</u>	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>
PUBLIC HEALTH NURSE	1	40hrs	PHN-2 40h	7/1/2022	7/1/2022	base	1	(2% increase)	(2.25% increase)	(2.25% increase)	(2.25% increase)
1st year (calendar)				63522	34,903	72,598		72,598	74,231	75,901	77,609
Beginning of 2nd year				65566	36,026	74,934	2	74,934	76,620	78,344	80,107
Beginning of 3rd year				67616	37,152	77,276	3	77,276	79,015	80,793	82,611
Beginning of 4th year				68303	37,53	78,062	4	78,062	79,818	81,614	83,450
Beginning of 5th year				68989	37,907	78,847	5	78,847	80,621	82,435	84,290
Beginning of 6th year				69670	38,281	79,624	6	79,624	81,416	83,248	85,121
Beginning of 7th year				70355	38,657	80,407	7	80,407	82,216	84,066	85,957
Beginning of 8th year				72406	39,784	82,751	8	82,751	84,613	86,517	88,464
Beginning of 9th year				76070	41,797	86,938	9	86,938	88,894	90,894	92,939
Beginning of 10th year & over				79589	43,731	90,960	10	90,960	93,007	95,100	97,240

BY CITY COUNCIL AS A WHOLE:

WHEREAS, the Business Administrator has advised that an agreement has been reached with representatives of the Public Health Nurses Association; and

WHEREAS, this agreement is for a four-year contract term from July 1, 2021 through June 30, 2025. In addition, employees covered under this agreement shall receive a two percent (2%) increase in their respective salary ranges for July 1, 2021, two and one quarter percent (2.25%) for July 1, 2022, two and one quarter percent (2.25%) for July 1, 2023, and two and one quarter percent (2.25%) for July 1, 2024; now, therefore, be it

RESOLVED, that the City Council of the City of Elizabeth hereby authorizes the Mayor and City Clerk to execute a contract with the Public Health Nurses Association. This agreement is for a four-year contract from July 1, 2021 through June 30, 2025; and be it

FURTHER RESOLVED, that employees covered under this agreement shall receive a two percent (2%) increase in their respective salary ranges for July 1, 2021, two and one quarter percent (2.25%) for July 1, 2022, two and one quarter percent (2.25%) for July 1, 2023, and two and one quarter percent (2.25%) for July 1, 2024.

ADOPTED BY CITY COUNCIL
ELIZABETH NJ AT MEETING

JUL 27 2021
YOLANDA M. ROBERTS
CITY CLERK

✓ Mayor	✓ Asst. Dir.	✓ Asst. Dir.	✓ Asst. Dir.
✓ Sec. Admin.	✓ Pub. Works Dir.	✓ Judge	✓ Pres. Dir.
✓ City Atty.	✓ Recreation Dir.	✓ Assessor	✓ Off. Fin. O.
✓ Dir. of Dev.	✓ Treasurer	✓ Engineer	✓ Policy & Plan.
✓ Port Dir.	✓ Auction	✓ Bd. Educ.	✓ Jeph-Serv.
✓ Asst. Dir.	✓ Purchasing		