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**AGREEMENT**

**BETWEEN**

**THE COUNTY OF ESSEX**

**AND**

**THE OVERBROOK EMPLOYEES ASSOCIATION/**

**COMMUNICATIONS WORKERS OF AMERICA**

**LOCAL 1040**

**JANUARY 1, 2002 – DECEMBER 31, 2005**

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## AGREEMENT

### ARTICLE I. PURPOSE

The purpose of this Agreement is to memorialize and to set forth herein the basic agreement covering the terms and conditions of employment to be observed between the parties hereto in order to foster good employer-employee relations.

### ARTICLE II. RECOGNITION

1. The County recognizes the Overbrook Employees Association, Communications Workers of America, Local 1040, as the exclusive bargaining representative for all employees whose titles are set forth in Schedule A.
2. References herein to the masculine gender shall also be deemed to include the feminine, where appropriate.

### ARTICLE III. MANAGEMENT RIGHTS

It is understood and agreed by the parties that management, whether it be the County or the Chief Administration Officer of each Employing Unit, possesses the sole right to operate the Employing Units so as to carry out the statutory mandate and goals assigned by the County to the Units, and that all management rights repose in management.

### ARTICLE IV. RETENTION OF EXISTING BENEFITS

1. Proposed new rules or modifications of existing rules governing working conditions that are the subject of this Agreement shall be negotiated between the parties hereto before they are established.
2. The County will provide periodic bulletins informing employees of the counseling services available to them.

### ARTICLE V. WORK SCHEDULES, HOURS OF WORK AND OTHER PAY PRACTICES

1. The County will continue to meet with the Union representatives concerning staffing and overtime.

2. Overtime work shall be first offered to employees assigned to such work in that service, unit or department providing they have the ability to perform the available work without additional training.
3. Lunch hour for all employees within the Nursing Service will be scheduled between 10:30 a.m. and 1:30 p.m. on the day shift; between 6:30 p.m. and 9:30 p.m. on the evening shift; and between 1:30 a.m. and 5:30 a.m. on the night shift. In other units the lunch hour practice shall remain the same.
4. The provision for lunch hours shall not be used to avoid the obligation of employees to report to work on time and may not be used as compensatory time off.
5. Each employee shall be allowed one (1) hour for lunch during his eight (8) hour tour of duty. If the supervisor directs the employee to continue at work during his lunch hour, the County shall pay the employee one (1) hour at employee's regular hourly rate.
6. Work schedules are defined as an employee's assigned hours of a day, days of the week, and days off. Where an Employing Unit operates on an around-the-clock basis seven (7) days a week, then the Supervisor will prepare a written work schedule that shall be posted at least five (5) work days before the start of the work period on appropriate bulletin boards convenient to the work area. Changes in posted work schedules shall be made only to meet the operational needs of the department and shall not be made arbitrarily.
7. The County will consult with the Local President or his/her delegated representative, prior to effecting changes in work schedules of bargaining unit employees, unless changes are necessitated by unforeseen emergency situations. In the event the parties fail to reach agreement on any proposed change, the County reserves the right to effect the change and the Union reserves the right to challenge the change through the grievance procedure. A minimum of five (5) work days' notice following consultation will be provided to employees effectuated by a work schedule change, except when changes are necessitated by unforeseen emergency situations.
8. Employees requesting any change in the posted work schedule shall submit such requests in writing to their supervisor at least five (5) days prior to the effective date of change. In the event of the failure of a Supervisor to grant due consideration to such requests, the Union may contact the Division Director/Department Director.
9. Procedure for Requesting Time Off in Nursing Services Only
  - A. An employee who requests time off for a one (1) to three (3) day duration must give the Supervisor a minimum of five (5) days notice. The Supervisor will be required to sign that he/she received the request. The Supervisor must return the request, granted or denied within a reasonable amount of time.

- B. If the Supervisor denies the request, the Employee can bring it to the attention of the A.D.N./Unit Manager/Staffing Coordinator.
- C. If the A.D.N./Unit Manager/Staffing Coordinator denies the request, the Union and only the Union, may bring the matter to the attention of the Division and Department Directors for their review.
- D. If the employee submits the request six (6) or more days in advance, the employee should receive the Final Determination at least two (2) working days prior to the time requested. If the employee submits the request five (5) days in advance, the employee should receive the Final Determination at least one (1) working day prior to the time requested.
- E. This Appeal Process may only be utilized by the Union in cases where the employee has submitted the request with the proper notice.

10. Clerical workers and telephone operators shall have a normal schedule of seventy (70) hours in fourteen (14) days. Such employees shall receive straight-time for the work performed between seven (7) and eight (8) hours per day, and between seventy (70) hours and eighty (80) hours in the fourteen (14) days schedule. A normal work day for such employees shall consist of seven (7) hours inclusive of one (1) hour for lunch.

11. Overtime pay shall not be pyramided.

12. Overtime shall be paid in accordance with Schedules A and B of the existing resolutions of the Board of Chosen Freeholders regulating such matters.

13. Employees who will be absent or late must report this absence or lateness at least one (1) hour before their scheduled starting times. If an employee is unable to comply with these provisions due to extenuating circumstances, documentation shall be required.

14. An employee who fails to report to work when scheduled and fails to notify the immediate supervisor of the intended absence, may not be paid for the absence.

15. Employees reporting to work more than one (1) hour late without notification will be sent home without pay unless management determines there is insufficient staff coverage in that unit. An employee can be sent home if a pattern of reporting more than one (1) hour late is established, even if the employee notifies the employer.

16. An employee 0-5 minutes late shall suffer no loss in pay although a record shall be maintained of such lateness. An employee late six (6) minutes or more shall be docked on the basis of each minute missed until reporting for work.

## **ARTICLE VI. SALARIES AND SHIFT DIFFERENTIAL**

### 1. Wages:

- (a) Effective July 1, 2002: three percent (3%) total lump sum bonus payment to all Union members for half a year. To be eligible for the bonus payment, an employee must have been employed by the County on or prior to July 1, 2002 and must still be employed by the County on August 7, 2003. The payment amount, approximately \$ 479.00, will be equal among all members. All eligible employees will receive the same dollar amount payment regardless of current salary.
- (b) Effective January 1, 2003: Zero percent (0%) increase, however, the July 1, 2002 lump sum bonus of three percent (3%) total will be incorporated into each individual employee's base provided the employee was on the payroll on January 1, 2003 and is on the payroll on August 7, 2003.
- (c) Effective January 1, 2004: Zero percent (0%) increase.
- (d) Effective in 2005:

January 1, 2005: Two percent (2%) increase on base pay to eligible employees who are on the payroll as of January 1, 2005.

July 1, 2005: Two percent (2%) increase on base pay to eligible employees who are on the payroll as of July 1, 2005.

### 2. The shift differential for employees who work on a twenty-four (24) hour schedule shall be:

- (a) 3:00 p.m. – 11:00 p.m. shift  
Six percent (6%) of the employee's base salary.
- (b) 11:00 p.m. – 7:00 a.m. shift  
Four percent (4%) of the employees base salary.

### 3. Upon request, a member of the bargaining unit will be notified as soon as practicable of his/her new hourly rate.

## **ARTICLE VII. HOLIDAYS**

### 1. The days listed in Schedule B shall be recognized as paid holidays.

### 2. When a holiday falls on a Sunday, the following Monday shall be considered the holiday. When a holiday falls on a Saturday, the prior Friday shall be considered the holiday.



3. Employees shall be given pay at straight-time base rates for listed holidays inclusive of longevity and shift differentials or payments based on his regularly scheduled work day.
4. If a holiday falls within an employee's vacation, the employee shall receive an extra day of vacation in addition to his paid vacation.
5. An employee on paid leave of absence (Worker's Compensation) shall not be entitled to pay for any holiday occurring during such leave.
6. In the event an employee is required to work on a scheduled holiday, he shall be granted a compensatory day at a later date mutually convenient to the employee and his Supervisor. If, because of the pressure of the work such compensatory day is not granted within one (1) year from the date it was earned, then within one (1) month thereafter, the employee shall be paid at the rate of time and one-half ( 1 ½ ) for such holiday.
7. The provisions of Section 6 shall apply in any case where the County Executive or the Governor declares time off for County employees on holiday eves or other special occasions.

#### **ARTICLE VIII. LONGEVITY**

1. The longevity increment program will be continued in effect for all permanent employees on the payroll as of December 31, 1974, but will be discontinued for all employees hired after December 31, 1974.
2. All longevity increments due on or after January 1, 1976, shall be calculated on the basis of the regular salary increment in effect on December 31, 1975, and shall not be thereafter modified.
3. Effective January 1, 1976, inequities in longevity payments will be eliminated over a five (5) year basis by increasing an affected employee's longevity increment to the extent of twenty percent (20%) of said inequity in each of the aforesaid five (5) years.
4. Longevity increments will be paid as heretofore, namely; beginning with the pay period following the anniversary date of employment.

#### **ARTICLE IX. UNIFORMS**

1. It is understood that employees shall wear such uniforms as will be in compliance with the reasonable requirements of administration.
2. Employees represented by the Union in titles set forth in Schedule C will receive the two hundred dollar (\$ 200.00 ) uniform allowance.

3. The uniform allowance is to be paid as follows: Any employee who works a full six (6) months shall receive one-half ( ½ ) of the annual allowance; allowances are paid one-half ( ½ ) in May and one-half ( ½ ) in November. In addition, employees hired after January 1<sup>st</sup>, or July 1<sup>st</sup>, shall receive a pro rated portion of the semi-annual allowance and employees on leave of absence shall also receive a pro rated payment upon their return from their leave of absence.

4. Effective in 2004, one-half of uniform allowances will be paid by separate check in March and September of each year.

5. Employees who incur absent time will lose one-sixth (1/6) of their bi-yearly payment for every six (6) days absent in that six (6) month period.

6. The Employees will be required to wear smocks.

**ARTICLE X. VACATION**

1. Employees covered by this Agreement are entitled to the following paid vacations:

First year of employment: One (1) vacation day for each month of service.

Second through fifth year of employment: Twelve (12) vacation days.

Sixth through fifteenth year of employment: Fifteen (15) vacation days.

Sixteenth through nineteenth year of employment: Twenty (20) vacation days.

Twenty years of employment or more: Twenty-five (25) vacation days.

2. Upon celebrating the fifth, fifteenth, and twentieth year's service, an employee shall be granted the additional vacation during the calendar year in which the employee celebrates that anniversary.

3. In scheduling vacation, choice of time shall be governed by seniority. The parties recognize that each Employing Unit has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time. Effective in 1998, all employees shall be offered the opportunity to take two (2) weeks between July 1 and September 15. Employees may not take more than eight (8) vacation days between November 15 and December 31 (A written request for vacation leave during the November 15 – December 31 period must be submitted to the Administration no later than October 1, and the employee shall be notified of the disposition of the request no later than October 30). Once vacation periods have been scheduled, each Employing Unit shall make changes in employee vacation schedules only to meet unanticipated staff shortages or emergencies. It is the expressed intent of the Employing Units to exercise the authority to change scheduled vacation periods as seldom as possible. Additionally, vacations shall be granted at times and in amounts most desired by employees whenever possible.

4. There will be no interference with vacation scheduling or selection by non-bargaining unit personnel including (but not limited to) registered nurses.

5. Vacation selection shall be by seniority in the respective ward units/and departments.

6. If at the request of a department head, an employee is unable to take all or part of a vacation due during the calendar year, the unused portion may be carried over to April 30 of the next succeeding year only. The employee must file a written request for the unused days no later than December 1 of the year the days are earned. The employee will be notified by December 15 of the disposition of the request. If the days selected are denied, or if the employee does not file a timely written request, then the County will assign the unused days during the January 1 – April 30 period. In scheduling the unused vacation days during January 1 – April 30, choice of time shall be governed by seniority.

With regard to the above vacation schedules, permanent part-time employees who work more than twenty (20) hours a week will be granted vacation on a pro rated basis. Temporary, part-time, and seasonal employees are excluded from the above schedule of vacation benefits.

7. If the Employing Unit cancels an employee's scheduled vacation due to unanticipated staff shortages or emergencies, the affected employee shall have the option of selecting another available vacation period in that year or the next following year, or in lieu thereof to be paid his vacation pay at the rate he would have received if the vacation was taken on the scheduled date. The exercise of said option must be made within thirty (30) days of the employee's being advised of the cancellation of his vacation.

8. A. In the event of the death or normal retirement of any employee covered by this Agreement, there shall be no pro-ration of vacation in the year in which that event occurs and the employee or his estate shall be paid the number of remaining unused vacation days for which the employee is eligible times the employee's daily rate of pay.

- B. In the event the employee is suspended in excess of five (5) working days in any calendar year, the County may prorate that employee's vacation in the succeeding year or upon the employee's leaving County service for any reason based upon the amount of time the employee was suspended in the preceding year.
- C. If any employee resigns and has more than fifteen (15) years service and is eligible for retirement pursuant to the requirements of his pension program, then in that event, he shall be paid the full amount of unused vacation time due and owed him in that calendar year without proration.
- D. In the event an employee is on an unpaid leave of absence due to injury or illness, vacation shall not be prorated in the subsequent year of employment on condition that the employee was not subject to disciplinary action under the sick leave administration program set forth in this Agreement.
- E. Employees who incur absent time will receive prorated vacation time in the current year. If the employee has insufficient time, then it will be pro-rated in the succeeding year. If the employee has insufficient time, then it will be pro-rated in the succeeding year. Employees will lose 1/12 of their annual vacation time for every twelve (12) absent days in the year.

#### **ARTICLE XI. SICK LEAVE**

1. Sick leave shall be defined as a required absence from work due to a personal illness, accident, exposure to contagious disease or required emergency attendance upon a member of the employee's immediate family who is seriously ill, or due to death in the immediate family. The County may request sufficient and adequate documentation that sick leave is being legitimately utilized for one of the aforementioned reasons.
2. Immediate family includes father, mother, step-father, step-mother, husband, wife, child, foster child, sister, brother, mother-in-law, or father-in-law. It shall also include relatives of the employee residing in the employee's household.
3. Full time employees shall earn sick time as follows. Starting from the date of hire until December 31<sup>st</sup> of that calendar year, 1.25 days per month of completed service. From January 1<sup>st</sup> of the first completed year, fifteen (15) days per year. Unused sick leave will accumulate without limitation.
4. Permanent, part-time employees who work more than twenty (20) hours a week are eligible for sick leave on a prorated basis.

5. Employees utilizing sick leave for five (5) or more consecutive working days must, if requested, present an adequate medical certificate to their supervisor upon return to work. This documentation may be prepared by the employee's doctor, at the employee's expense, or by a County appointed doctor at the County's expense. The certificate shall certify that the employee is capable of performing his/her normal employment activities and that his/her return will not jeopardize the health of other employees.
6. Medical documentation may be requested for absences of less than five (5) working days whenever such requirements appears reasonable. The employee and the Union will be notified in writing for such documentation. This documentation may be prepared by the employee's doctor, at the employee's expense, or by a County doctor at the County's expense.
7. Absences of five (5) consecutive days without notice or County approval may be cause for discipline or dismissal.
8. In the case of absence due to exposure to contagious disease, a certification from the Department of Health shall be required.
9. In instances where the County reasonably believes that an employee returning from sick leave may not be capable of performing his duties or that his return will jeopardize the health of other employees, or patients the County may, as a condition of return to work, required a medical evaluation be done and if further studies are needed to re-establish the employee's ability to return to full duty, the County will bear the additional expense.
10. If an employee becomes disabled (physically incapable of performing his duties) either through injury or illness as a result of or arising from his employment, such employee shall not be required to utilize the sick leave allowable during said period of disability as set forth in Section 3.
11. Any such employee who is disabled either through injury or illness as a result of or arising from his employment shall be entitled to special leave of absence with full pay for the period during which such employee is paid temporary compensation payments under the provisions of the Worker's Compensation Laws of the State of New Jersey and County Standard Operating Policies and Procedures (79-9), provided, however, that such special leave of absence with full pay shall not exceed two hundred and sixty (260) working days in connection with any one disability.
12. Any absence due to sickness must be reported to the employee's immediate supervisor at least one (1) hour before the start of their shift or the employee will be marked absent without pay for that day. The call in requirement applies to all units where procedures are currently in use and to other units as procedures are implemented. For any absence exceeding one (1) day the employee must call in every day unless the number of absent days is specified on the initial day.
13. On a calendar year basis, employees with at least ten (10) sick days remaining from the current calendar year only will be entitled to payment for one half (1/2) of that year's sick days, with the remaining days put in the "bank," at the employee's option. Thus, the maximum buy out an employee may receive on a yearly basis is seven and one half ( 7½ ) days.

## ARTICLE XII. MERIT PAY PROGRAM

### I. PURPOSE

In order to increase productivity and individual employee development, Essex County will begin using a performance appraisal system to evaluate employees in a consistent manner. This program is designed to replace the increment program and also to reward those employees whose overall work performance is considered to be meritorious.

The purpose of this program is to improve morale and the work setting for all employees by increasing their participation. This will be done through the use of meetings where performance objectives will be agreed to by the supervisor and the employee. These objectives will be the basis for reviewing the employee at the time of the evaluation for a merit payment.

### II. INITIAL INTERVIEW

- A. The purpose of the initial interview will be:
  - 1. To inform employees of what they are supposed to do by personalizing their job description. Employees will be encouraged at this point to participate by explaining all aspects of the job as they perform it.
  - 2. To inform employees of how they are supposed to perform their duties by setting projected goals to be met during the evaluation period. At this time employees will be notified of what they must do to be considered meritorious.
- B. Supervisors will be trained to conduct these interviews and to set objectives for employees to meet during their evaluation period.
- C. The County will be entitled to monitor the supervisor to ensure that interviews are being conducted in the manner outlined herein.
- D. Union representation will not be permitted at these interviews, but the Union will be permitted to monitor light "trial run" interviews.
- E. The employee will have seventy-two (72) hours to grieve the goals set with the supervisor if he/she feels dissatisfied. The employee is entitled to a reconsultation with the supervisor and the employee's representative.

### III. PERFORMANCE DESCRIPTION

- A. Employees will be provided with a copy of their performance description which will be the document outlining the tasks, actions, and responsibilities expected of the employee during the evaluation period as set up during the initial interview.

- B. The performance description will provide:
1. To whom the employee reports and those who report to that employee.
  2. A listing of all major tasks on order of importance.
  3. Standards for the major tasks to be performed to inform employees of how they will be judged.

IV. EVALUATION PROCEDURE

- A. Evaluations will be primarily narrative, but may also include objective statements or questions.
- B. Employees will be given the opportunity to evaluate themselves, and this will be taken into consideration by the supervisor.
- C. Employees will be evaluated every six (6) months but there will be one (1) formal written evaluation per year, which will be the basis for eligibility for a merit payment. This written evaluation will be placed in the employee's personnel file. The annual evaluation period will be from April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.
- D. A conference will be held with the Union and County officials prior to notifying employees who will not be eligible for merit payments.

V. CRITERIA FOR EVALUATION

The following are the major areas to be evaluated:

- A. Quality of Work
1. Accuracy
  2. Work Habits
  3. Effectiveness of handling patients (according to departmental standards)
- B. Quantity of Work
1. According to standards
  2. Considering the difficulty of the work assignment.
- C. Cooperation
1. With patients
  2. With co-workers
  3. With supervisors

- D. Knowledge of Work
  - 1. Through understanding of all areas of the employee's job
  - 2. Ability to learn new techniques
- E. Dependability
  - 1. Carries out assignments in a timely manner
  - 2. Ability to cope well in emergencies (where applicable)
- F. Initiative
  - 1. Accepts responsibility
  - 2. Ability to work with minimum supervision
- G. Attendance
  - 1. Minimal absenteeism
  - 2. Punctuality

VI. ELIGIBILITY

- A. Merit payments will be paid to or withheld from employees according to the rating they receive on the performance review form (see Schedule E), and according to the following:
  - 1. Newly hired employees who begin employment after the start of the Merit Evaluation Period can become eligible for a prorated Merit Payment, provided they have worked at least six (6) months of that period.
  - 2. The payments would be based upon their Performance Rating, and would represent the prorated portion of the qualifying amount, e.g., an employee who works seven (7) months may be eligible for 7/12.
  - 3. Employees may be eligible for Merit Payments provided **NONE** of the following apply:
    - a. more than ten (10) undocumented sick and absent days, or
    - b. late more than twenty (20) times, or
    - c. late more than one hundred fifty (150) minutes, or
    - d. suspended during the evaluation period. (Merit will be withheld if a disciplinary action is pending. An employee shall not be denied two (2) merit payments as a result of one (1) suspension. If charges are dismissed, merit will be released).
  - 4. For question #8, under 1984-1985 Evaluation Period on the Performance Review Form undocumented sick days from 0-5 will be a "A", 6-8 "B", 9-10 "C", and 11 or more "0".
- B. If an employee receives a poor evaluation, it shall be removed from the employee's personnel file following the receipt of two (2) meritorious evaluations.



- C. Those employees eligible for merit payments and who are not at the maximum of their range will have their merit payment in the form of a salary adjustment.
- D. Those employees who are at maximum salary for their range and who are eligible for merit payments will receive it in the form of a lump sum bonus.

VII. GRIEVANCE MECHANISM

- A. In the event of a disagreement between the employee and the evaluator, the employee may have a Union representative discuss such disagreement with the evaluator and a designee of the Department Director.
- B. In those cases where no merit payments are awarded by the County, the matter may be submitted by the Union and only the Union to final and binding arbitration.

- VIII. The parties agree to continue to discuss modifications in the merit pay program.

ARTICLE XIII. STAND-BY TIME

1. An employee assigned on a stand-by i.e., remain available and subject to call for duty while off duty, shall be compensated at the rate of two (2) hours per day at straight time when so assigned on weekdays – Mondays through Fridays, and four (4) hours pay per day at straight time when so assigned on Saturdays, Sundays and Holidays.
2. If actually called in for duty, he shall be compensated at the rate of time and one-half for such time spent on duty.
3. Employees not “on call” but who are called to work on their regularly scheduled days off shall receive time and one half for all such hours worked, with a guaranteed minimum of pay of four (4) hours.

ARTICLE XIV. PAY PRACTICES

1. Employees will be paid by check every other week; payment will be made during the regular working hours.
2. When payday falls on a holiday, insofar as possible and practicable, employees will be paid on the day preceding the holiday.

3. Upon request of the individual employee, vacation pay will be paid, insofar as possible, on the payday prior to the start of the vacation period.

4. The County will holdback one (1) weeks pay through a payroll holdback system. The procedure for holdback will be consistent with that employed on a countywide basis. It is understood that this procedure may initially conflict with Section 1. of this Article. Each employee will be notified in writing at least two (2) weeks prior to the implementation of a holdback system.

5. Payroll errors will be corrected within a reasonable amount of time. In the event of an overpayment the employee will be notified in writing by the Department prior to any deductions from the employees pay.

#### **ARTICLE XV. DUES DEDUCTION**

1. In accordance with Title 52:14-15.9 (e) of the New Jersey Statutes Annotated, the County, upon receipt of a duly executed authorization-assignment form acceptable to the County, agrees to deduct one-half each the established monthly dues of the Union from the first and second pay check of each month of all employees covered by this Agreement who have executed said form. It is further agreed that the County shall remit such deductions to the Union prior to the tenth (10<sup>th</sup>) day of the month following the month for which such deduction is made. Effective September 1, 1994, the dues shall be as certified by the Union, and shall be submitted to the County at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

2. A fair share representation fee, equal to eighty-five percent (85%) of Union dues, shall be withheld in accordance with applicable law.

3. The Union shall indemnify the County from all liability resulting from and/or caused by dues deduction or fair share representation fee.

#### **ARTICLE XVI. PERSONAL LEAVE AND ADMINISTRATIVE LEAVE DAYS**

1. All employees upon request shall be granted personal leave up to three (3) days in one (1) year.

2. Upon written request, with the approval of management and within management's exclusive discretion, employees may be granted leave with pay for the purpose of attending such approved educational courses as may improve the employee's work performance. All other expenses incidental to such educational programs shall be paid for by the employee.

3. Every effort will be made to advise employees requesting a leave of absence as soon as possible as to whether or not a recommendation of approval of such request will be given.

4. Employees who have successfully completed the special training course in Psychiatricics will be granted four (4) administrative leave days each year. These days may be taken upon written notice and at the mutual convenience of the employees and his/her supervisor.

5. Neither Personal Leave nor Administrative Leave days are accumulative.

#### **ARTICLE XVII. TERMINAL LEAVE**

1. Upon ordinary service retirement each employee shall receive pay for accumulated unused Holidays and one day's pay at the then prevailing rate for each five (5) days of accumulated unused sick leave not to exceed a total sum of forty-five days salary.

2. This payment shall be made at the time of retirement and shall not be considered as part of the employee's annual salary.

#### **ARTICLE XVIII. JURY DUTY LEAVE**

1. Each regular, full-time, permanent employee in full pay status actively at work performing assigned duties who loses time from his job because of jury duty certified by the Clerk of the Court, shall be paid by the County the difference between his regular daily rate of pay and monies received from the Court (excluding mileage allowances) up to a maximum of ten (10) working days over one (1) calendar year period, subject to the following conditions:

A. When jury service is completed prior to three (3) hours before termination of the day shift, the employee is required to telephone his immediate supervisor and report to work if requested.

B. The employee must notify his supervisor the next work day following receipt of a summons for jury service.

C. At the County's request, in cases of suspected abuse, adequate proof must be presented of time served on a jury and the amount received for such service.

2. The provisions of this Article do not apply when an employee voluntarily seeks jury duty service.

3. In the event an employee is selected to serve for jury and such service extends beyond the time limit set forth in #1 above, there shall be no limit on the benefit provided in that section.

#### **ARTICLE XIX. PREGNANCY DISABILITY LEAVE**

Pregnancy disability leave with or without pay shall be granted in the same manner and under the same terms and conditions as sick leave.

## ARTICLE XX. INSURANCE

1. Employees who complete sixty (60) days of employment and who work a minimum of twenty (20) hours per week become covered in a group life insurance program that provides a four thousand dollar ( \$ 4,000.00 ) death benefit. Eligibility for hospitalization, medical-surgical and major medical insurance is the same.

These benefits provide coverage for the employee, his spouse and any dependent eligible under the health insurance contracts.

2. The existing Health Insurance and Prescription Programs shall remain in effect unless amended herein.

3. A. Effective September 7, 2003, the Prescription drug plan co-payment will be increased from the current \$ 1.00 - \$ 5.00 to \$ 5.00 - \$ 10.00. The County will continue a mail order prescription program.

B. Effective January 1, 2005, the prescription drug plan co-payment will be increased from \$ 5.00 - \$ 10.00 to \$ 10.00 - \$ 15.00. The County will continue a mail order prescription program.

C. A mandatory second surgical opinion and pre-admission review program. (Second surgical and pre-admission review are fully explained in Schedule C.)

4. "New hires" will contribute (co-pay) twenty-five percent ( 25% ) of the cost of health benefits insurance premiums for dependent coverage.

For the purpose of this provision "new hires" shall be defined as employees hired after June 22, 1994. All employees working for the County on June 23, 1994 shall be considered "vested" in the current health care coverage and shall not be required to pay a twenty-five percent ( 25% ) co-payment for dependent coverage if laid off after the signing of the contract and then rehired by the County.

5. The County reserves the right to select the insurance carrier or opt for self-insurance provided benefits are not less than those now provided and the continuity of benefits and reimbursement shall not be interrupted.

6. Health Benefits: The parties agree to establish a joint Union/Management Committee to study and recommend health care programs/benefits for the purpose of controlling costs.

7. Retiree Health Benefits

The County will provide health benefits as described in Part I to the employees who retire and fulfill all the requirements and criteria of Part II of this Section.

Part I.

- A. The coverage outlined in this provision is for the eligible retiree and his/her dependents as defined in the Plan documents governing this benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered employee died.
- B. All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organizations (HMO's). The County reserves the right to amend or change this coverage and the plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date of this Agreement is signed.
- C. The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active employees.
- D. At such time as the eligible retiree becomes Medicare eligible, the eligible retiree will assume the cost of any Medicare coverage. It is expressly understood that the County will provide only supplemental coverage to Medicare.

Part II.

In order to be eligible for the health benefits described in Part I, the employee who retires must :

- A. Have twenty-five (25) years or more of service in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the Consolidated Police and Fireman's Pension Fund (CPFPPF); and
- B. Be actively employed with the County of Essex on the date this provision was made part of this Agreement (May 26, 1998); and

- C. Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and
- D. Have been an employee of the County of Essex immediately prior to his/her retirement; and
- E. Not elect a vested and deferred retirement; and
- F. Not elect or take a disability retirement with less than twenty-five (25) years of service credit in PERS, ERS, PFRS or CPFPPF; and
- G. Not receive payments or stipends of any kind for premiums, charges or the like for retiree medical benefits coverage from any employer; and
- H. Not receive health benefits coverage from a source other than Essex County; and
- I. Not be eligible to receive health benefits coverage from a source other than Essex County; and
- J. Not be an active employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and
- K. Not be a retired employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from that predecessor agency. Notwithstanding any other provisions in this memorandum and/or any Collective Bargaining Agreements previously executed by an between the parties, and other than as provided in Part I A and Part II G above, the retiree health benefits provided for in this Paragraph 3 shall be considered vested benefits as to covered retired employees and current employees as of the date hereof which shall not expire with the expiration of this Memorandum or any Collective Bargaining Agreement.

Notwithstanding the requirements set forth in Paragraph A of Part II, and subject to all remaining terms, conditions and eligibility requirements contained in Part II, employees who elected retirement between January 1, 1998 and the date this provision was made Part of the Agreement shall be eligible for coverage outlined in this provision, provided that the first date of retirement occurred between January 1, 1998 and the date this provision was made part of this Agreement.

In the event that a retiree ceases to be eligible for, or to receive, health benefits from an employer or source other than Essex County and he/she then meets all the requirements of Part II, he/she shall be entitled to the benefits described in Part I of this provision.

7. In addition, these retirees, may, if they so desire, be covered by a two thousand dollar ( \$ 2,000.00 ) life insurance policy by paying the group rate which would be deducted from their pension benefits check.

Unless amended herein and above, the existing insurance provisions shall continue.

#### **ARTICLE XXI. EDUCATIONAL BENEFITS**

A. 1. The County agrees to provide ten thousand dollars ( \$ 10,000.00 ) per year for the purpose of upgrading employees to licensed practical nurses as well as clericals who take job related courses at the Essex County Technical Career Center. This money will be used to provide the cost of books and uniforms. Employees will be selected for this program on the basis of successful completion of the required entrance examinations and seniority.

2. In exchange for this benefit employees must first sign a two (2) year commitment to remain employed with the County of Essex commencing upon successful completion and licensure as a licensed practical nurse.

3. In order to be reimbursed, the employee must furnish a paid receipt on the letterhead of the store and/or school which lists the date, description of items, and costs of items.

B. 1. The County agrees to provide ten thousand dollars ( \$ 10,000.00 ) per year for the purpose of upgrading licensed practical nurses to registered nurses.

2. Licensed practical nurses with at least five (5) years of service who pass the required entrance examination will be eligible to apply for consideration for tuition reimbursement.

3. The dollar amount per credit which will be reimbursed to the employee by the County shall be negotiated by the parties.

4. In order to be reimbursed, the employee must furnish a paid receipt on the letterhead of the school which lists the course(s), date(s), tuition amounts; and an official grade transcript on the school letterhead listing the date(s), course(s), and final grade(s) (grade "C" or better); and approval of the Department Head.

5. In exchange for this benefit, employees must first sign a two (2) year commitment to remain employed with the County of Essex commencing upon successful completion and licensure as a registered nurse.

C. 1. The County shall provide up to a maximum of \$ 5,654.00 for all tuition reimbursement in 2004 and each year of the contract thereafter for tuition reimbursement. The following requirements shall apply:

- Director.
2. The employee must obtain prior written approval from the Department
  3. The course must be taken at an accredited institution of higher learning.
  4. The course must be taken on the employee's own time.
  5. The employee must show proof of attendance and a grade level of at least "B" or its equivalent. If the course is pass/fail, then "pass" is acceptable.
  6. The course must be job related. The Department Director has exclusive and sole authority to determine if a course is job related, and that decision is not subject to the grievance and arbitration process.
  7. The maximum reimbursement amount per credit is the per credit cost at Essex County College.
  8. The employee must sign a commitment to continue employment with the County for two (2) years. The two (2) year commitment shall commence at the completion of the last course taken by the employee. If an employee fails to meet this requirement, then all tuition reimbursed up to that point shall be repaid to the County.
  9. Requests for reimbursement must be submitted no later than December 31, 2004. Payment will be made in the first quarter of the subsequent year, provided that the request is submitted by December 31 of the preceding year.
  10. It is understood that if the amount of tuition reimbursement sought by the employee and approved by the Department Director is less than \$ 5,654.00, the remaining money reverts to the County.
  11. If the total cost incurred by all employees exceeds \$ 5,654.00 then employees will receive a prorated amount of tuition spent, i.e. the fund shall be divided equally among the applicants but no one shall receive more than the requested tuition reimbursement amount.

## **ARTICLE XXII. EMPLOYEE LIABILITY**

1. Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of, and within the scope of, the performance of the duties of such office, position or employment, the County shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom.
2. The County's obligation hereunder shall be limited to those cases where:



- a. the employee was acting in a manner in which the County had an interest; and
- b. the employee was acting in the discharge of a duty imposed or authorized by law; and
- c. the employee was acting in good faith; and
- d. the employee is named defendant in a matter pending before a court of competent jurisdiction.

3. In the event the employee seeks to have the County reimburse him for legal fees in defending the matter, the employee must first arrange with the County the reasonable costs of such fees before any liability may be imposed upon the County.

4. Should any criminal action be instituted against employees entitled to defense in civil actions according to the foregoing Sections for any such act or omission arising out of his employment with the County and should such proceeding be dismissed or result in final disposition in favor of such person, the County shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

#### **ARTICLE XXIII. DISCIPLINE**

A. Employees may be discharged, suspended, or disciplined for cause. Cause includes, but is not limited to, the following:

1. neglect of duty;
2. failure to render necessary services to the patients if that failure is within the control of the employee.
3. incompetency or inefficiency;
4. incapacity due to mental or physical impairments;
5. conduct unbecoming of an employee in the public service;
6. abusive treatment of patients or fellow employees;
7. insubordination or serious breach of discipline;
8. disorderly or immoral conduct;
9. chronic or excessive absenteeism;
10. failure to report to work without notice;
11. falsification of time records or signing in for another employee;
12. chronic lateness;

13. possession or use of alcoholic beverages or illicit drugs while on duty;
14. intoxication while on duty;
15. possession of weapons;
16. negligent or willful damage to public property or waste of public supplies;
17. willful violation of rules or other statutes relating to the employment of public employees;
18. conviction of any criminal act or offense;
19. stealing;
20. use of attempt to use one's authority or influence to control or modify the political action of any employee or engaging in any form of political activity during working hours.

B. PROCEDURE

1. Procedures set forth in the County's Standard Operating Policies and Procedures, Number 80-20, shall be applicable, subject to modifications by Civil Service Statute and Rules and Regulations promulgated thereunder. The Union will be notified of any modifications. The three (3) steps of Progressive Discipline (Counseling, Documented Oral Warning, Written Reprimand) will be used prior to formal discipline, unless as otherwise stated in the policy. Copies of any disciplinary charges or written warnings shall be forwarded to the Union.

2. The County will agree that a physician (chosen by the County) must certify the condition of any employee declared unfit for duty due to intoxication or any other medical, mental, or physical condition or disability. The parties agree that the County cannot force such an examination of any employee. However, if an employee refuses to undertake such examination, then the employee and the Union agree to waive their right to process a grievance or any other action as to the question of whether or not the employee is unfit for duty. The employee and the Union can grieve, however, the question of the extent of any disciplinary action taken against the employee to the extent permitted by law.

C. IMMEDIATE SUSPENSIONS

Where the presence of the employee is determined to be dangerous to the welfare of the patient or employees, or detrimental to the interest of the County, the Department Director or his designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing. Where the contemplated penalty may be a fine or suspension of two (2) days or less, the employee or probationer shall have the opportunity to discuss the matter with the Department Director or his designee prior to such suspension.

## **ARTICLE XXIV. TRANSFERS**

1. The County will attempt to give as much notice as possible to employees before effectuating any permanent transfer.
2. The Union shall have the right to confer promptly with the Division Director/Department Director in any case of transfer which the Union believes to be arbitrary.
3. a) In the event of temporary (one shift) transfers necessitated by staffing needs, the junior employee shall be first selected from any group providing that employee is capable and qualified to perform the work of the vacancy to be filled.  
  
b) When a temporary (one shift) transfer of an employee from one area to another has to occur, the employee who has been working in the Nursing Unit for the least amount of time, and who holds the minimum job titles that qualifies him/her to perform the duties will be selected, providing that employee is capable and qualified to perform the work of the vacancy to be filled. This Nursing Policy will be effective through August 31, 1985, at which time, if the County has no objections, it will continue beyond that date.

## **ARTICLE XXV. TEMPORARY ASSIGNMENTS**

1. Employees may be temporarily assigned to work in a different job title in the same or different salary range for any of the following reasons:
  - a) to meet emergencies caused by abnormal work load, changes in organization, or unanticipated absences.
  - b) Pending description and classification of a new position where performance of duties cannot be delayed.
  - c) For training purposes where such training is a part of established promotional programs.
  - d) Pending recruitment.
  - e) To provide a substitute for an employee whose absence is anticipated.
2. Within any department at the Employing Units, whenever an employee with a non-competitive job title temporarily fills a position with a competitive title, that employee will be given job differential payment of two dollars (\$ 2.00) per shift.

3. Within the Nursing Departments at the Employing Units whenever a bargaining unit member is assigned to temporarily assume administrative responsibilities of any given building, buildings, or unit, that employee will be given a job differential payment of four dollars ( \$4.00 ) per shift.

4. The parties will continue to discuss staffing concerns of the Union caused by temporary assignments.

#### **ARTICLE XXVI. IN-SERVICE TRAINING**

The County will provide such additional in-service training as may be appropriate for the various classifications of employees.

#### **ARTICLE XXVII. NEW POSITIONS**

1. In the event the appointing authority creates a new job title within the jurisdiction of this bargaining unit, the employer shall give thirty (30) calendar days notice to the Union prior to the filling of any position. During the thirty (30) day period, the parties shall meet and negotiate concerning the working conditions of the job.

2. In the event the parties are unable to agree within the thirty (30) days allowed, at the expiration thereof the appointing authority may fill the position and the parties shall continue to negotiate. Upon reaching agreement, any conditions which may be made retroactive for incumbents shall be provided.

3. In the event of disagreement concerning jurisdiction over the title, the dispute shall be submitted to the Public Employment Relations Commission pursuant to its regulations for resolution.

#### **ARTICLE XXVIII. JOB POSTING**

1. Existing or planned job vacancies shall be posted for ten (10) working days. The posting shall include a description of the job, any required qualification, the location of the vacancies, the salary range, the hours of work and the procedure to be followed by employees interested in making the application.

2. A copy of each notice posted shall be forwarded to the Union office and posted at each time clock.

3. Upon filling the vacancy, all applicants and the Union shall be so notified.

## **ARTICLE XXIX. PROMOTIONS**

1. Promotion qualifications and procedures for permanent classified employees are governed by the Department of Civil Service pursuant to Statute and Rules and Regulations promulgated thereunder.
2. Promotion means the advancement of an employee to a job classification at a higher salary range. When an employee is placed in a new title and a higher salary range, advancement to a higher salary is governed by the merit program.
3. Upon promotion of a permanent employee, all sick leave and vacation and accumulated time balances shall be transferred with the employee.
4. Upon promotion, an employee shall be informed of his new rate of compensation one (1) week in advance of the effective date.
5. It is agreed that eligible employees who are fully qualified and apply for any non-competitive position will be given preferential consideration over any non-employee applicant.
6. Employees who are scheduled to take open competitive examinations for titles within this bargaining unit, or promotional examinations administered by the State of New Jersey Department of Personnel for positions in the County service, shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the employee. Such privileges may not be abused.
7. Where there is an existing Civil Service list for promotions the County agrees that it will use such lists to replace and fill legitimate vacancies (those budgeted) through the Agreement.

## **ARTICLE XXX. APPLICATION AND INTERPRETATION OF WORK RULES**

1. For purposes of this Article, work rules are defined as and limited to: Rules promulgated by the Employing Units within their discretion that regulate the personal conduct of employees during the hours of their employment.
2. Tests for permanent positions will be provided for as expeditiously as possible.
3. The Union recognizes the right of the Employing Units to establish reasonable work rules pursuant to Article III of this agreement. Copies of newly established work rules or amendments to existing work rules will be furnished to the Union at least ten (10) days prior to the effective date of the rule. The Employing Units agree that newly established work rules shall not conflict with any provision of this Agreement. Work rules are to be interpreted and applied uniformly to all employees under like circumstances. The reasonableness of work rules, which

includes both the application and interpretation, may be challenged through the Grievance Procedure contained in this Agreement. It is agreed that the review of actions taken against an employee for the violation of a work rule is an inseparable aspect of the application and interpretation of established work rules and is not intended nor does it constitute bargaining with respect to discipline.

## ARTICLE XXXI. GRIEVANCE PROCEDURE

### 1. DEFINITIONS

(a) A grievance is defined as, and limited to, an alleged violation of a specific provision of this Agreement.

(b) Group grievances are defined as, and limited to, those grievances which cover more than one (1) employee within a department of an Employing Unit, or in several departments of an Employing Unit, and which involves like circumstances and facts for the grievants involved.

### 2. GUIDELINES

(a) When a written grievance is presented it shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, and the date the incident or violation took place.

(b) An employee covered under this Agreement may choose to have the Union represent him at any step of the grievance procedure. If the grievance procedure reaches the level of Step Two below, without the Union having yet been made aware of the grievance, the management representative in Step Two to whom such grievance is brought shall immediately notify the Union and no further discussion shall be had on the matter until the Union has been given notice and an opportunity to be present.

(c) An employee may consult with a Union representative during working hours relative to a grievance matter by first contacting his supervisor. The employee's supervisor will arrange a meeting to take place as soon as possible for the employee with a Union representative through the Union. Union representatives and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment.

(d) Union representatives and grievants will receive their regular rate of pay for time spent processing grievances during their regularly scheduled hours of employment except that only one (1) Union representative will be in pay status for any one (1) grievance.

(e) Settlement of grievances may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than ten (10) work days prior to the date of the initiation of the first written grievance in the procedure below

unless the circumstances of the case made it impossible for an employee to know he had grounds for such a claim prior to that date, in which case the retroactivity shall be limited to a period of thirty (30) calendar days prior to the date the grievance was initiated in writing. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn, and will not benefit by later settlement of a group grievance.

(f) Within the restrictions of the grievance procedure, employees not paid properly will be made whole (retroactively) for such monies.

(g) The grievance procedure set out below shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this agreement for covered employees including grievances involving the mandatory subjects of bargaining, whether or not such subjects are specifically covered in this Agreement.

### 3. PROCEDURE

Step 1: The grievant or his representative shall reduce the matter to writing on an approved Grievance Form (see Schedule D) within thirty (30) calendar days of the date the employee received notice of the event or occurrence giving rise to the grievance and submit it to the Division Director.

During the first thirty (30) day period nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's immediate supervisor.

The Grievance Form shall be submitted to the employee's Division Director who shall have ten (10) working days within which to respond in writing.

Step 2: In the event the grievance is not resolved at Step 1, then within twenty (20) working days of its submission to the Division Director, the Union, and only the Union may submit the matter in writing on the approved Grievance Form to the Department Director. The Department Director shall respond in writing no later than ten (10) working days from receipt of the grievance.

Step 3: In the event the grievance is not resolved at Step 2, then within twenty (20) working days of its submission to the Department Director, the Union, and only the Union may submit the matter, in writing, on the approved Form to an individual in the County government structure designated by the County Executive, to discuss the grievance.

Step 4: In the event the grievance is not resolved at Step 3, then the Union, and only the Union, may submit the matter to binding arbitration in accordance with the procedures of the New Jersey Board of Mediation or the Public Employment Relations Commission.

The written request for arbitration by the Union must be filed with the appropriate agency and a copy served upon the County Executive no later than ten (10) working days from the receipt of the response at Step 3.

1. No response at any Step within the time allotted shall be deemed to be a denial of the grievance at that Step.
2. Union sponsored grievances may be filed at Step 2 within its discretion.
3. Written dispositions of all grievances at all Steps shall be forwarded to the Union.
4. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
5. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned, unless mutually agreed by the parties in writing.
6. All documents, communications, or records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
7. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.
8. A grievance must be raised at Step 1 no later than thirty (30) calendar days following its event or occurrence, or it shall be deemed waived.
9. The costs of a stenographer shall be borne by the party obtaining the record and the appropriate rules of the State Board of Mediation shall apply.

#### **ARTICLE XXXII. STAFFING**

1. The County shall discuss the impact of any future determination to reduce staff.
2. Under normal circumstances the County will make every effort to provide an equal number of male and female employees on co-ed units.
3. The parties agree to appoint members to a study group to review the question of employee responsibility during work hours.



### **ARTICLE XXXIII. PERSONNEL FILES**

1. All employees shall have reasonable access to their own personnel files during normal business hours, and to obtain copies of material in their own file at prevailing costs.

2. All employees shall have the right to insert written rebuttals to any material considered derogatory into their own personnel file.

3. A Union representative may accompany the employee during Such examination.

4. Whenever the Union claims an employee was disciplined or reprimanded as a result of actions occurring while the employee was required to work outside the terms of his/her job description, no material shall be placed in the employee's file until after the conference between the Union and the County, if such conference is requested by the Union.

### **ARTICLE XXXIV. NO STRIKE PLEDGE**

It is recognized that the need for continued and uninterrupted operation of the County's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

### **ARTICLE XXXV. SEPARATION OF EMPLOYMENT**

1. Upon discharge, the employee will receive no later than the next pay period all monies to which he is entitled, that is, wages, compensatory time, pro-rated vacation pay, and accumulated unused holidays.

2. Upon resignation, the employee will receive no later than the next pay period all monies to which he is entitled, that is, wages, compensatory time, pro-rated personal or administrative leave days pro-rated vacation pay and accumulated unused holidays provided that the employee has notified the County at least two (2) weeks prior to such resignation.

### **ARTICLE XXXVI. NON-DISCRIMINATION**

1. The County and the Union agree that the provisions of this Agreement shall be applied equally to all employees, and there shall be no discrimination on the basis of race, color, national origin, marital status, sex, sexual orientation, religion, age or disability in employment, or the provision of service. The Union recognizes its responsibility as exclusive collective bargaining representative.

2. The County agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or any of its representatives against any employee covered by this Agreement because of the

Union membership or non-membership in the Union or because of any lawful activity by such employee permissible under law or this Agreement on behalf of the Union. The Union, its members or agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union.

3. Pursuant to the County Executive policy, managerial, and/or supervisory staff of the Dept. of Health and Rehabilitation will refrain from interfering, instigating, or coercing Union employees in accordance with existing statutes.

#### **ARTICLE XXXVII. BULLETIN BOARD SPACE**

1. Bulletin boards in reasonable numbers and locations will be provided for posting of notices pertaining to Union business to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their work stations, or during their rest periods. All notices shall be posted by the President of the Union or their designee and shall relate to the matters listed below:

- (a) Union recreational and/or social affairs;
- (b) Union appointments;
- (c) Union elections;
- (d) Results of Union elections;
- (e) Union meetings;
- (f) Reports of Union committees; and
- (g) Any other material authorized by the Employing Unit and the President of the Union or their designee.

2. No material of a scurrilous or political nature will be posted. This Article shall not prohibit the Employing Units from assigning space for bulletin boards at other locations to organizations in which employees hold membership.

#### **ARTICLE XXXVIII. SEPARABILITY AND SAVINGS**

If any provision or article or clause of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE XXXIX. NEGOTIATION PROCEDURE**

1. The parties will mutually agree upon the time and place for the conduct of negotiations leading to a successor agreement. The number of representatives of the Union representing the groups shall remain in its discretion. However, the employer agrees that up to thirteen (13) members of the bargaining unit from the combined employing units and facilities shall be released from duty with pay while attending such negotiations; provided, however, that they are subject to recall to duty in the event of emergency.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

3. Except as otherwise provided in this Agreement, all terms and conditions of employment set forth in written policy shall remain in effect for the life of this Agreement.

4. The County shall provide the Union with any requested data necessary to permit the Union to conduct informed negotiations.

#### **ARTICLE XL. UNION RIGHTS**

1. The Union shall have the right to designate such members of the Union, as it deems necessary as Union Officers, who shall not be discriminated against due to their legitimate Union activity.

The Branch President shall be permitted during normal working hours to participate in legitimate Union business/activities with no loss of pay. This leave with pay for the Branch President shall be granted to a limit of three (3) workdays per week during the course of each year of this agreement. In the event that this time falls on a holiday, the Branch President will either be off or required to work on his/her assigned unit.

2. Up to two (2) attendees shall be granted paid time off to attend the County Sponsored Labor Management Roundtable meetings.

3. The CWA Local 1040 President or designee shall be admitted to the Essex County Hospital Center and the Essex County Geriatrics Center on Union business. Prior notification for said visits shall be provided to the Department Director or designee, and shall include the purpose of the visit, estimated entry and departure times, and specific work areas to be visited. Visitation shall be solely for the purpose of conducting normal duties relative to the enforcement of this agreement, and shall not interfere with or interrupt normal service operations. Permission for such visits shall not be unreasonably withheld.

#### **ARTICLE XLI. EMPLOYMENT DEVELOPMENT FUND**

The County agrees to continue the yearly payment of one hundred and sixty eight thousand dollars ( \$ 168,000.00 ) for the Special Employment Development Fund for the term of the contract. There shall be no payment for the year 2002. The payment for 2003 will be payable on or about thirty (30) days after full ratification. The payment for 2004 and 2005 will be made on or about May 1 of the corresponding year.

It is understood that the administration of this fund shall be the entire responsibility of the Union. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the County for the purpose of complying with the provisions of this Article.

## **ARTICLE XLII. SUBCONTRACTING OUT**

The County will discuss with the Union any decision to subcontract County work based on fiscal reasons when it is apparent that employees will be laid off as a result of the subcontracting.

Where employees in titles covered under this contract are either transferred or reassigned due to work being phased out, the County will meet and discuss with the Union.

## **XLIII. LABOR MANAGEMENT COMMITTEE**

The parties shall establish a labor management committee to study the feasibility of flex time and lateness due to dependent care coverage.

## **XLIV. HEALTH AND SAFETY**

1. Safety and health are of concern to the County and the Union. The County and Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work and the need to promote better understanding and acceptance of the principles of safety and health on the part of all employees to provide for their own safety and the general public.

2. The County and the Union agree to continue the existence of the Health and Safety Committee. The purpose of the committee is to make recommendations to the County Administration concerning the improvement or modifications of conditions which represent hazards to employees or clients. The group will review all pertinent data and information and will prepare written reports as to its actions.

3. The County will continue its efforts to resolve the health and safety concerns discussed at Committee meetings.

4. The established Health and Safety Committee will continue its existence during the life of this Agreement with three (3) management and three (3) Union representatives, meeting every other month.

5. The Health and Safety Committee may request meetings of the Department Director or his/her designee to discuss unresolved health and safety issues of major concern to the Committee. Up to three (3) Union representatives may attend the meeting. The County and the Union agree that such requests will be reasonable in number.

6. The provisions of this Article are not subject to the grievance and arbitration proceedings.

**ARTICLE XLV. LENGTH OF CONTRACT**

The term of this Agreement shall be four (4) years, terminating on December 31, 2005.

This Agreement is contingent upon approval and ratification by the Essex County Board of Chosen Freeholders, the Essex County Executive and the Union. The parties representatives agree to recommend the terms of this Agreement to their respective constituencies.

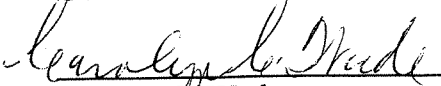
**ARTICLE XLVI. EXISTING LAWS**


The parties agree to comply with mandatory State and Federal labor laws regarding terms and conditions of employment which apply to the bargaining unit.

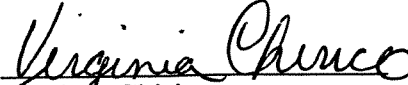
This Agreement represents the complete and final Agreement between the parties.

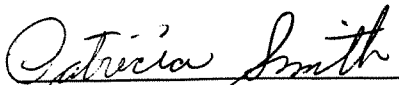
IN WITNESS WHEREOF, the parties have, by the authorized representative, their hands and seals  
this            day of            2004.

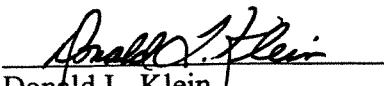
CWA/OEA

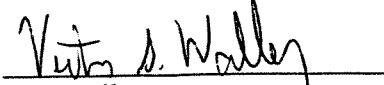
  
Carolyn Q. Wade  
President, CWA Local 1040

  
Vickie Bellamy  
OEA Branch President


  
Virginia Chirico  
Treasurer

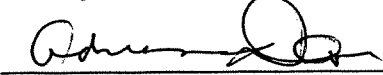
  
Patricia Smith  
Branch Secretary

  
Donald L. Klein  
CWA Local 1040 Executive Vice President

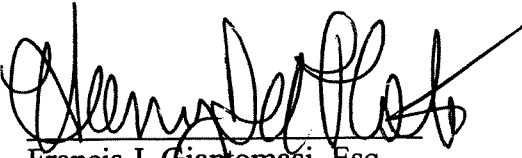
  
Vic Waller  
CWA Representative

COUNTY OF ESSEX, NEW JERSEY

  
Joseph N. DiVincenzo, Jr.  
County Executive

  
Adrianna Davis  
Clerk to the Bd. of Chosen Freeholders

APPROVED AS TO FORM  
AND LEGALITY

  
Francis J. Giantomasi, Esq.  
County Counsel

## SCHEDULE A - TITLES

### OVERBROOK EMPLOYEES ASSOCIATION

Account Clerk, Typing  
Accounting Assistant  
Ambulance Driver  
Assistant Coordinator of Volunteers  
Assistant Executive Housekeeper  
Assistant Food Service Supervisor  
Assistant Head Butcher  
Assistant Head Cook  
Assistant Hospital Charge Attendant  
Assistant Hospital Utilization Review Nurse  
Assistant Institutional Fire Chief  
Assistant Psychiatric Charge Technician  
Assistant Supervisor - Central Supply

Baker  
Barber  
Beautician  
Bookkeeping Machine Operator  
Bookkeeping Machine Operator, Typing  
Building Maintenance Worker  
Building Maintenance Foreman  
Building Service Worker  
Butcher

Cashier  
Central Supply Aide  
Chauffeur  
Clerk  
Clerk Bookkeeper  
Clerk Stenographer  
Clerk Transcriber  
Clerk Typist  
Community Service Aide  
Computer Operator  
Cook  
Coordinator of Employee Services  
Coordinator of Hospital Services  
Coordinator of Maintenance Services  
Coordinator of Therapy Aide  
Creative Art Therapist Aide

Darkroom Aide  
Data Entry Machine Operator  
Delivery Worker  
Dental Assistant  
Dental Mechanic  
Dry Cleaner

Elevator Operator  
E.E.G. Technician  
E.K.G. Technician  
Employee Health Benefits Specialist  
Environmental Health Specialist (Hazardous Substances)  
Equipment Operator  
Expeditor

Field Representative – Sheltered Workshop  
Food Service Worker  
Food Service Worker, Foreman

Hairdresser  
Head Account Clerk  
Head Bookkeeping Machine Operator  
Head Butcher  
Head Clerk Bookkeeping  
Head Cook  
Head Medical Stenographer  
Health Insurance Benefits Clerk  
Histology Technician  
Hort. Therapist Aide  
Hospital Attendant  
Hospital Charge Attendant  
Housekeeper  
House worker

Information Aide  
Institutional Fire Fighter  
Institutional Trade Instructor  
Institutional Trade Instructor – Printer  
Institutional Designer – Institutions  
Inventory Control Clerk

Jr. Library Assistant

Laboratory Assistant  
Laboratory Technician  
Laborer  
Laundry Foreman  
Laundry Worker  
Laundry Worker, Forelady  
Linen Room Attendant

Mail Clerk  
Marking Room Attendant  
Mattress Maker  
Meat Cutter  
Mechanic  
Mechanic Helper  
Mechanic Repair Foreman  
Mechanic Technician  
Medical Records Clerk  
Medical Steno  
Medical Transcriber  
Medical Transcriber, Automated Typewriter  
Medical Transcriber, M.T.S.T.  
Messenger  
Morgue Custodian

Occupational Therapy Aide  
Occupational Therapy Assistant  
Office Appliance Operator  
Offset Machine Operator  
Omnibus Operator 1  
Operating Room Technician

Patient Remot. Instructor  
Pharmacy Helper  
Physical Therapist  
Physical Therapist Assistant  
Practical Nurse  
Principal Account Clerk-Steno  
Principal Account Clerk-Typing  
Principal Bookkeeping Machine Operator  
Principal Cashier  
Principal Clerk  
Principal Clerk Bookkeeper  
Principal Clerk Steno  
Principal Clerk Transcriber  
Principal Clerk Typist



Principal Medical Records Clerk  
Principal Medical Stenographer  
Principal Personnel Clerk, Typing  
Printer  
Psychiatric Charge Technician  
Psychiatric Technician  
Public Information Officer & Graphic Artist  
Purchasing Inspector  
Purchasing Expediter

Receptionist  
Receptionist (Community Health Services)  
Recreational Therapist Aide

Seamstress  
Senior Account Clerk, Typing  
Senior Admitting Clerk  
Senior Baker  
Senior Bookkeeping Machine Operator  
Senior Building Maintenance Worker  
Senior Building Service Worker  
Senior Butcher  
Senior Cashier  
Senior Central Supply Aide  
Senior Chauffeur  
Senior Clerk  
Senior Clerk, Bookkeeper  
Senior Clerk Steno  
Senior Clerk Transcriber  
Senior Clerk Typist  
Senior Cook  
Senior Food Service Worker  
Senior Hort. Therapist Aide  
Senior Hospital Attendant  
Senior Laboratory Assistant  
Senior Laboratory Technician  
Senior Laundry Worker  
Senior Linen Room Attendant  
Senior Library Assistant  
Senior Mail Clerk  
Senior Mattress Maker  
Senior Medical Records Clerk  
Senior Medical Steno  
Senior Medical Transcriber

Senior Medical Transcriber MTT  
Senior Occupational Therapy Aide  
Senior Occupational Therapy Assistant  
Senior Payroll Clerk, Typist  
Senior Personnel Clerk/Typist  
Senior Pharmacy Helper  
Senior Physical Therapist Aide  
Senior Practical Nurse  
Senior Receptionist  
Senior Recreational Therapist Aide  
Senior Stock Clerk  
Senior Telephone Operator, Receptionist  
Senior Work Supervisor, Sheltered Workshop  
Stock Clerk  
Stock Handler  
Storekeeper  
Supervising Hospital Attendant  
Supervising Occupational Therapist Aide  
Supervising Pharmacy Helper  
Supervisor, Accounting Clerk  
Supervisor Cashier  
Supervisor, Mail Room  
Supervisor, Mattress Shop

Telephone Operator  
Telephone Operator Receptionist  
Teletype Operator  
Truck Driver

Ward Clerk  
Workshop Supervisor, Sheltered Workshop

X-Ray Assistant

## SCHEDULE B – HOLIDAYS

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Day

## SCHEDULE C

### O.E.A. TITLES – UNIFORM ALLOWANCE RECIPIENTS

Ambulance Driver  
Assistant Baker  
Assistant Butcher  
Assistant Food Service Supervisor  
Assistant Head Butcher  
Assistant Head Cook  
Assistant Hospital Charge Attendant  
Assistant Hospital Utilization Nurse  
Assistant Institutional Fire Chief  
Assistant Psychiatric Charge technician  
Assistant Supervisor – Central Supply

Baker  
Barber  
Beautician  
Building Maintenance Worker  
Building Maintenance Worker, Foreman  
Building Service Worker  
Butcher

Central Supply Aide  
Chauffeur  
Clerk assigned to Nursing Supervisor  
Cook  
Creative Arts Therapy Aide

Dark Room Aide  
Delivery Worker  
Dental Assistant  
Dry Cleaner

E.E.G. Assistant  
E.K.G. Assistant  
Elevator Operator (Belleville)  
Equipment Operator  
Expeditor, Storehouse

Food Service Worker  
Food Service Worker. Foreman  
Furniture Rebuilder

Head Butcher  
Head Cook  
Hospital Attendant  
Hospital Attendant, Special Duty  
Hospital Charge Attendant  
Housekeeper  
Houseworker

Inspector, Maintenance & Custodial Service  
Institutional Fire Fighter  
Institutional Trade Instructor  
Inventory Control Clerk

Laboratory Assistant  
Laboratory Technician  
Laborer  
Landscape Maintenance Laborer  
Laundry Foreman  
Laundry Worker  
Laundry Worker, Forelady  
Linen Room Attendant

Mail Clerk  
Marking Room Attendant  
Meat Cutter  
Mechanic  
Medical Records Clerk  
Medical Technologist  
Messenger  
Morgue Custodian  
Music Therapy Aide

Occupational Therapy Aide  
Occupational Therapy Assistant  
Office Appliance Operator  
Offset Machine Operator  
Omnibus Operator I  
Operating Room Technician

Patient Remotivation Coordinator  
Pharmacy Helper  
Physical therapist  
Physical Therapist Aide  
Physical Therapist Assistant  
Podiatry Aide & Central Supply Aide  
Practical Nurse  
Printer (Offset Machine Opr.)  
Psychiatric Charge Technician  
Psychiatric Technician  
Purchasing Inspector

Recreational Therapist Aide

Seamstress  
Senior Baker  
Senior Building Maintenance Worker  
Senior Building Service Worker  
Senior Butcher  
Senior Central Supply Aide  
Senior Chauffeur  
Senior Cook  
Senior Food Service Worker  
Senior Horticultural Therapist Aide  
Senior Hospital Attendant  
Senior Laundry Worker  
Senior Linen Room Attendant  
Senior Mail Clerk  
Senior Mattress Maker  
Senior Medical Records Clerk  
Senior Occupational Therapy Aide  
Senior Pharmacist Helper  
Senior Practical Nurse  
Senior Seamstress  
Senior Stock Clerk  
Senior Workshop Supervisor  
Shoemaker  
Stock Clerk  
Stockhandler  
Storekeeper  
Supervising Hospital Attendant  
Supervising Occupational Therapist Aide

Tailor  
Telephone Operator  
Truck Driver

Upholsterer

Ward Clerk  
Workshop Supervisor – Sheltered Workshop

X-Ray Assistant  
X-Ray Assistant & E.E.G. Technician  
X-Ray Technician

## SCHEDULE D

### INSURANCE

#### PRE-ADMISSION REVIEW

Pre-Admission Review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with the staff physicians, conduct the process which allows for the development of flexible and highly individualized program to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry," concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, the large case management can be recommended.

#### Benefits to the Employee

- Maximizing employees' health care benefits.
- Ensuring the highest quality of treatment for employees and their families.
- Eliminating unnecessary procedures and excessive hospital stays.
- Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two (2) working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three (3) months of pregnancy. This will allow the Medical Review Specialist to screen for and identify the situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will then be shared with the patient's physician.



An effective utilization management program must be carried out as a mandatory requirement of covered employees. If an employee does not obtain pre-authorization prior to the service being rendered, covered hospital benefits will be reduced by twenty percent (20%) to a maximum penalty of five hundred dollars (\$ 500.00)

### Commonly Asked Questions About Pre-Admission Review

1. What is Pre-Admission Review ?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

2. How does it work ?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number:

These medical review specialists will review your case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

3. Will participation in the PAR program alter my benefit payment ?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your Inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

If you decide to enter the hospital as an inpatient after receiving a denial, covered hospitalization benefits will be reduced by twenty percent (20%) to a maximum penalty of five hundred dollars (\$500.00).

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient ?

One of two things can happen:

If it is determined afterwards that the admission was necessary, you will be liable for twenty percent (20%) of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of five hundred dollars (\$500.00)

If the PAR medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by twenty percent (20%) to a maximum penalty of five hundred dollars (\$500.00).

5. What if my physician does not call PAR medical specialists ?

If your physician does not call, you can still call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR ?

No. PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis ?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital ?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure ? Do I still need PAR ?

Yes, You must still obtain PAR From the Par medical specialists. Your physicians should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR Program ?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package ?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs. It is important to hold down costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

#### HOSPITAL TRANSFERS

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within forty-eight (48) hours, or the next business day, advising us of this transfer.

#### OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within forty-eight (48) hours, or the next business day, advising us of the admission.

#### NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a new admission, and a call must be placed to the Referral Center within forty-eight (48) hours, or the next business day, advising of this extended stay.

## MANDATORY SECOND SURGICAL OPINION PROGRAM

### 1. What is the Mandatory Second Surgical Opinion Program ?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

### 2. How does the Mandatory Second Surgical Opinion Program work ?

If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of the cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

### 3. If the second opinion specialist says I do not need surgery, can I have the surgery anyway ?

Yes, the program requires only that you obtain a second opinion. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion, which would also be covered under this program. Just call the Second Opinion Referral Center and follow the same procedure you used for a second opinion.

### 4. What happens if I wait a while after getting a second opinion and then decide to have surgery ?

The second opinion is valid on your records at the Referral Center for ninety (90) days. If you schedule surgery after ninety (90) days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion ?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the County of Essex.

6. Which surgical procedures are part of the Mandatory Second Surgical Opinion Program ?

ARTHROSCOPY

Examination of JOINT using a scope (may include Meniscoectomy).

CATARACT SURGERY

Surgical removal of cataract (clouded lens) from the EYE.

CHEMONUCLEOLYSIS OF DISK

Destruction of VERTEBRAL DISK by injection.

CHOLECYSTECTOMY

Removal of GALLBLADDER (may include examination of bile ducts).

CORONARY ARTERY BYPASS SURGERY

Insertion of vein graft to bypass an obstructed HEART ARTERY.

EXCISION OF INTER-VERTEBRAL DISK

Removal of a herniated DISK (including excision of disk with fusion)

HYSTERECTOMY

Removal of uterus.

MASTECTOMY

Surgical removal of BREAST (or portion).

MENISCETOMY

Removal of cartilage from the KNEE.

PROTATECTOMY

Removal of all or part of the PROSTATE.

RHINOPLASTY

Surgery of NOSE to correct deformities (includes submucous resection)

SEPTECTOMY WITH RHINOPLASTY

Removal of an obstruction of the NOSE (includes submucous resection)

SPINAL FUSION

Joining of VERTEBRAE for immobilization.

TONSILLECTOMY

Removal of the TONSILS.

7. What happens if I do not obtain a second opinion ?

Coverage for surgery is reduced by twenty percent (20%) to a maximum for five hundred dollars (\$ 500.00)

8. What is my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion ?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

- Cosmetic surgery
- Dental surgery
- Minor surgery (i.e. removal of sebaceous cyst)
- Surgery ineligible by your health benefits plan
- Sterilization procedures
- Emergency surgery
- Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors ?

By using the Referral Center's physicians the County of Essex can:

- guarantee that claims will be paid properly;
- eliminate payment by subscribers for the second opinion consultation;
- and
- be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor ?

We ask the specialist giving the second opinion consultation not to contact the original physician to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays ? Are these charges covered also ?

In most cases the County of Essex will ask that the specialist not order additional x-ray or laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel that additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery ? What if I like him/her better ?

Part of the arrangement between the County of Essex and the specialists participating in the program is an agreement that the specialist will not perform the surgery. This was done to help the second opinion surgeon make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

13. Are the doctors aware of this program ?

Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like their, they deal with more informed, more relaxed patients. Doctors also are also aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion ?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state ?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.

16. Why has this program been included in our health benefits package ?

This program has been included as an effort to control health care costs. Research has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion programs in place have experienced substantial savings from these programs. How ? The fact is that some elective surgery may not be necessary, yet it always

involves some risk and expense. Approximately twenty percent (20%) of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments may replace surgery, which in turn may mean reduced risk to the patient. However, when surgery is confirmed by the second opinion, you know that surgery is most likely the best treatment for you.



**Schedule E  
COUNTY OF ESSEX**

**GRIEVANCE PROCEDURE FORM**

NOTE: Every section must be completed on this form.

**DO NOT WRITE IN THIS SPACE**  
*(For Office Use Only)*

**NOTE: THIS FORM MUST BE FILED WITH YOUR DIVISION HEAD**

SUBMITTED BY:

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
*(Last, First, Middle Initial)*

Department \_\_\_\_\_ Division Institution or Agency \_\_\_\_\_

DATE OF RIEVANCE:

SUBJECT OF GRIEVANCE:  NON-CONTRACTUAL  CONTRACTUAL  
*If grievance is contractual, state article and paragraph of contract which you claim has been violated:*

Employee's Statement of Grievance (attach additional papers if necessary)

Agency, Division, Institution:

Received By:

To Correct My Grievance The Following Should Be Done:

I WILL REPRESENT MYSELF (OR)  MY REPRESENTATIVE WILL BE:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employee Organization or Law Firm (if any) \_\_\_\_\_

SIGNATURE OF EMPLOYEE \_\_\_\_\_ DATE: \_\_\_\_\_

ANSWER BY DIVISION HEAD

SIGNATURE \_\_\_\_\_ (Date of Hearing) \_\_\_\_\_ (Date Decision Rendered)

*(I acknowledge settlement of my grievance)*

SIGNATURE OF EMPLOYEE \_\_\_\_\_ DATE: \_\_\_\_\_

**COUNTY OF ESSEX GRIEVANCE PROCEDURE FORM (Page Two)**

<input type="checkbox"/> I APPEAL DECISION AND REQUEST STEP 2 HEARING	DATE OF APPEAL	Appeal Received by Dept. Head	Date Received
---	----------------	-------------------------------	---------------

**Employee's Representation for Step 2 Hearing:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Employee Organization or Law Firm (if any) \_\_\_\_\_

**Answer by Department Head**

Signature \_\_\_\_\_  
 Dept. Head (Date of Hearing) (Date Decision Rendered)

I acknowledge settlement of my grievance.

● SIGNATURE OF EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_

<input type="checkbox"/> I APPEAL DECISION AND REQUEST ARBITRATION STEP 3	DATE OF APPEAL	APPEAL RECEIVED (FOR MANAGEMENT)	DATE RECEIVED
---	----------------	----------------------------------	---------------

**Employee's Representation for Step 3 Hearing**

Name \_\_\_\_\_ Title \_\_\_\_\_

Employee Organization or Law Firm (if any) \_\_\_\_\_

**Arbitrator's Decision**

Signature \_\_\_\_\_  
 Arbitrator (Date of Hearing) (Date Decision Rendered)

I acknowledge settlement of my grievance.

● Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_