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AGREEMENT

BETWEEN:

THE COUNTY OF ESSEX

-and-

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1158

JANUARY 1, 1993 - DECEMBER 31, 1995

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AGREEMENT

This Agreement, made this day of , 1993,
between the COUNTY OF ESSEX (hereinafter referred to as the "COUNTY") and
LOCAL 1158, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
A.F. -C.I.O., (hereinafter referred to as the "UNION").

WITNESSETH:

Whereas, the Public Employment Relations Commission certified the Union
as the exclusive representative for the purposes of collective negotiations with
respect to wages, hours and all terms and all conditions of employment for all
County employees, excluding confidential employees, professional employees, craft
employees, Judiciary employees, employees of county hospitals, managerial
executives, police and supervisors within the meaning of the Act and all employees
represented in other collective negotiation units and,

Whereas, this certification requires the County to recognize the Union as the
exclusive representative for the purposes of collective negotiations with respect to
wages, hours and all terms and all conditions of employment for these County
employees.

Now therefore, the County and the Union mutually agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to memorialize and to set forth herein the 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. MANAGEMENT RIGHTS

1. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

2. The County has and is vested with all the lawful, customary and usual rights, powers, functions and authority of management.

3. The Union further recognizes that the management of the County and its workforce, the control of its properties, and the maintenance of order and efficiency are solely a responsibility of the County.

4. The Union agrees that the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only to the extent set forth in this Agreement.

5. The County shall have all other rights and prerogatives including those traditionally and lawfully exercised.

ARTICLE III. NON-DISCRIMINATION

1. The County and the Union agree that the provisions of this Agreement shall be applied to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation.

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 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. The Union recognizes its responsibility as exclusive bargaining representative.

ARTICLE IV. RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which Union members have heretofore enjoyed, and are presently enjoying, which are substantially uniform in their application to employees in a unit, shall be maintained and continued by the County during the term of this agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable except as otherwise provided herein. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated between the parties before they are established.

ARTICLE V. WORK SCHEDULES AND OVERTIME

When adequate notice can be given, daily and weekly work schedules shall not be altered without the Union having three (3) days notice and opportunity to be heard. Otherwise, all agreed to practices concerning daily and weekly work schedules, hours, breaks and lunches shall remain in effect for the life of this Agreement.

Nothing in this Agreement shall be interpreted as requiring a duplication or a pyramiding of holiday, Sunday, daily or weekly overtime payments involving the same hours of labor.

All employees may be expected by the County to perform a reasonable amount of overtime. The County will attempt to give reasonable notice for such overtime. The County recognizes that overtime may create a personal inconvenience to individual employees and every consideration will be given to individual requests for relief from such obligation.

In the event an employee has cause for reporting late or being absent, the employee shall provide as much advance notice to his immediate supervisor as is reasonably possible consistent with past practice. In the case of a reported absence, the involved employee shall give at least thirty (30) minutes advance notice thereof.

Any permitted local variations in work schedules and overtime policies as set forth in this agreement shall be included in departmental addendums to this Agreement.

ARTICLE VI. NO STRIKE PLEDGE

1. 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.

2. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the converted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out, or other job action against the County.

3. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by a Union member shall entitle the County to take appropriate disciplinary action including possible discharge in accordance with applicable law.

ARTICLE VII. DISCIPLINE

1. No employee shall be discharged, suspended or disciplined without just cause. Cause includes, but is not limited to, the following:

- a) neglect of duty;
- b) failure to render necessary service to the public;
- c) incompetency or inefficiency;
- d) incapacity due to mental or physical impairments;
- e) conduct unbecoming an employee in the public service, including discriminatory treatment of the public or fellow employees;
- f) discourteous or abusive treatment of the public or fellow employees;
- g) insubordination or serious breach of discipline;
- h) disorderly or immoral conduct;
- i) chronic or excessive absenteeism;
- j) failure to report for duty without notice;

- k) falsification of time records or signing in for another employee;
- l) chronic lateness;
- m) possession or use of alcoholic beverages or illicit drugs while on duty;
- n) intoxication while on duty;
- o) possession of weapons;
- p) negligent or willful damage to public property or waste of public supplies;
- q) willful violation of rules or other statutes relating to the employment of public employees;
- r) conviction of any criminal act or offense;
- s) stealing;
- t) use or 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;
- u) violation of the County's Code of Ethics.

2. Procedure

Progressive discipline procedure shall be used whenever possible. Serious breaches of discipline may require immediate suspension or dismissal rather than counselling, warning or written reprimand. Procedures set forth in the County's Standard Operating Policies and Procedures 80-20 shall be applicable. The Union will be provided with a copy of SOPP 80-20.

3. Immediate Suspensions

When the presence of the employee is determined to be dangerous to the welfare of the employees, or detrimental to the interest of the Employing Unit, the Department or Division Head or his/her designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing.

4. Notice to the Union

The Union will be notified of all formal disciplinary actions.

ARTICLE VIII. DUES DEDUCTION

1. The County agrees to deduct dues for the Union from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in the possession of the County a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the County.
2. The County will deduct the current uniform dues from the pay of the employee(s) on a bi-weekly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the County and only such amounts becoming due and payable in such month.
3. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County notice of the change at least thirty (30) days prior to the effective date of such change.
5. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with the provisions of this Article.
6. The County will implement a fair share representation fee, equal to

eighty-five percent (85%) dues, which shall be withheld in accordance with applicable law. This shall be operative upon the County-wide implementation of the Cyborg computer system. The Union shall indemnify the County from all liability resulting from and/or caused by dues deduction or fair share representation fee, and the Union agrees that it is in full compliance with N.J.S.A. 34:13A-5.6.

7. Employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative.

ARTICLE IX. BULLETIN BOARDS

The County shall provide space on existing Bulletin Boards for use by the Union, to enable employees of the bargaining unit to see posted notices. All notices shall be posted by the Business Manager of the Union or his 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 committee;
- G. Any other material authorized by the Department Head and the Business Manager of the Union or his designee. No political campaign literature or defamatory material shall be posted. This article does not prohibit the Department Head from assigning space for bulletin boards to other organizations in which employees hold membership.

ARTICLE X. PAY PRACTICES

1. Employees will be paid by check every other week on a Friday, payment will be made during regular working hours.

2. When a payday falls on a holiday, employees will be paid on the day preceding the holiday.

3. Upon four (4) weeks advance request of the individual employee, vacation pay will be paid on the payday prior to the start of the vacation period, without excessive deductions.

4. The County will institute a payroll holdback for employees which shall not exceed one (1) week. The method used to holdback five (5) days pay will be to move the payday forward one business day for each of five (5) consecutive pay days. It is understood that this procedure will conflict with Section one (1) of this Article. Two (2) weeks prior to the institution of this holdback system by the County, each employee shall be so notified.

Employees who are hired after the implementation of the holdback, shall have five (5) days pay withheld from their first paycheck.

If any Parks Department employees were previously subject to a two (2) week holdback, then upon implementation of a County-wide holdback system these employees would be reimbursed for the difference between the previous holdback and the county-wide holdback..

ARTICLE XL MATERNITY/PATERNITY/CHILD CARE LEAVE

1. Maternity/Paternity/Child Care Leave, without pay, shall be granted by the County of Essex, upon the request of parents.

2. Maternity/Paternity/Child Care Leave is not to begin more than thirty

(30) days before the expected delivery date nor extend for more than thirty (30) days after delivery.

3. An employee requesting paternal leave must present written verification of the mother's pregnancy from her attending physician.

ARTICLE XII. 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 XIII. JURY DUTY

1. Any County employee covered under the terms of this Agreement who shall be summoned for Jury Duty shall receive full County pay and all other benefits theretofore received by such employee, for the full time of Jury Duty. Any such employee is required within three (3) days of receipt of such Jury Summons to notify the Department Head of the receipt of such summons and in addition thereto, such employee shall be required to remit and surrender to the County any and all fees received by said employee for the rendering of said Jury Duty.

2. When an employee serves on Jury Duty during a regularly scheduled day off or is assigned to an evening or night shift, and at the employee's request, all good faith efforts will be made to reschedule the time off for another mutually agreeable time within the pay period.

3. A person serving on jury duty who participates in the phone call-in system must report to their normal work site each day.

ARTICLE XIV. UNION ACTIVITIES

1. No Union steward, member or officer shall conduct any Union business on County time or County premises unless provided for in this Agreement.

2. The Union will provide the County with a list of Stewards no later than fifteen (15) days after the signing of this Agreement. The Union will notify the county within twenty-four (24) hours of any changes in Stewards.

3. (a) A reasonable amount of County time may be used by Stewards to investigate grievances.

(b) Ten (10) Negotiating Committee Members shall be permitted to attend negotiating sessions with pay during regularly scheduled working hours. Other Union members, the number of which shall be mutually agreed upon by the County and the Union, shall be permitted to attend negotiating sessions provided they use accrued benefit time for the period they are absent from their regularly scheduled working hours. In the case where the employee has no accrued benefit time, the time shall be deducted from their regular pay. Negotiating sessions, as used above, do not include a Union caucus before or after the working negotiation session.

4. The Business Manager or his Representative, shall be admitted to County premises on Union business. Requests for such visits shall be directed with reasonable advance notice to the Department Director or his designee and shall include the purpose of the visit, proposed time and date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

ARTICLE XV. LEAVE FOR UNION BUSINESS

A. The County agrees to grant upon request of employees covered by this Agreement time off without pay for the purpose of attending Union conventions and conferences, provided that:

1. The total time off does not exceed the aggregate ten (10) days in the first year of the contract, and twenty (20) days commencing in the second year of the contract.

2. Written notice specifying the amount of time off is received by the Department Director at least fifteen (15) working days in advance of the granting of each period of time off.

B. Authorized leaves granted to an individual shall not exceed a maximum of five (5) days in a year period and three (3) days of paid leave for any single activity for any individual employee.

C. No leave shall become effective without prior approval by the appropriate County Division.

D. The Union has designated the Business Manager as the person from whom the request for Union leave will originate.

E. The Union will provide the County with a list of names and titles of those Union officers, Executive Board members and Stewards entitled to a leave for Union business.

F. The County agrees to grant two (2) hours off without pay every other month for recognized stewards to attend stewards' meetings. The Union agrees to notify the appropriate Department Director in writing at least five (5) days in advance of such time, so that the appropriate Supervisor can be so advised.

ARTICLE XVI. MILITARY LEAVE

1. Military leave shall be granted in accordance with Civil Service Rules and Regulations.

2. An employee will present to his/her Division/Department Head a written request for a military leave of absence which states the reason(s) for the leave, the effective date and official documentation of military status.

3. The County Executive or his designee will approve or deny a military leave of absence with or without pay in accordance with Civil Service Regulations and will communicate in writing such approval or denial to the employee, the Division of Personnel and the Division/Department Head.

4. An employee on military leave shall notify the Division of Personnel of his/her intent to return to work thirty (30) days prior to his/her intended date of return.

5. An employee shall be reinstated by the County without loss of benefits or seniority provided he/she reports for work within ninety (90) days with a certificate which indicates satisfactory completion of military service.

ARTICLE XVII. LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted to permanent employees for any reason, other than leaves to accept other employment, at the sole discretion of the County Executive, for a period not to exceed three (3) months at any one time. A leave of absence may subsequently be renewed for additional three (3) month periods, not to exceed one (1) year. This leave will be subject to the approval of the Department of Civil Service.

2. A written request from the employee setting forth the reasons why the leave is desired and the dates for commencing and terminating of the leave shall be

submitted to the County Executive no later than two (2) months prior to the commencement date of such leave except in the event of personal emergency. No leave of absence without pay shall become effective without prior approval of the County Executive.

3. Employees granted leave of absence without pay shall have annual sick leave and vacation leave credit each reduced on a prorated basis every full month or major fraction thereof that the employee is on such leave without pay for the year in which such leave is taken.

4. Employees may continue participation in the Health Benefits Program for a maximum of nine (9) months. Such coverage will continue provided that the employee shall pay in advance the total premium required for the employee's coverage and the coverage of the employee's dependents.

However, in the case of an approved sick leave, or maternity/disability sick leave, the employer will be responsible for the first three (3) months of leave and thereafter the employee shall prepay for a maximum of nine (9) months of continuous coverage in the program.

5. An employee whose request for a leave of absence is denied, may utilize Step 3 of the Grievance Procedure. This Article is not subject to the arbitration provision of this Agreement.

ARTICLE XVIII. TERMINAL LEAVE

1. Upon retirement from the County, an employee shall receive one (1) day's pay for each five (5) days of accumulated unused sick leave, not to exceed a total sum of forty-five (45) 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 XIX. INSURANCE

1. The existing Health Insurance and Prescription Programs shall remain in effect for the life of this Agreement except as follows:

Upon the signing of this Agreement, the County shall have the right to implement the following programs:

a) The co-payment for each prescription shall be one dollar (\$1.00) for generic drugs and five dollars (\$5.00) for non-generic or name brand drugs.

b) A mandatory second surgical opinion and pre-admission review program. (Second surgical opinion and pre-admission review are more fully explained in Appendix D.)

c) "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 the signing of the contract by both parties. All employees working for the County on the date of the signing of the contract by both parties shall be considered "vested" in the current health care coverage and shall not be required to pay a 25% co-pay for dependent coverage if laid off after the signing of the contract and then rehired by the County.

2. The County shall provide a paid term Life Policy in the amount of \$4,000 for each full-time active employee.

3. The County reserves the right to change, without negotiation, the manner in which Health Benefits are provided as long as such benefits are not reduced. The parties agree to establish a joint Union/Management Committee to study and recommend health care programs/benefits for the purpose of controlling costs.

ARTICLE XX. SEPARATION OF EMPLOYMENT

1. Upon discharge, the employee will receive all monies to which he is entitled, minus any unearned sick, vacation, or personal leave. However, the final paycheck will be withheld until County identification, health benefits cards, keys, or other property is returned.

2. Employees may resign in good standing by giving the Division of Personnel at least three (3) weeks written notice prior to the last day of work. This three (3) weeks notice shall be in addition to the employee's accrued vacation.

3. Upon resignation, the employee will receive all monies to which he is entitled provided that the employee has notified the County at least three (3) weeks prior to such resignation.

ARTICLE XXI. GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

B. DEFINITIONS

1. Contractual Grievance: A dispute which may arise between the parties concerning the application, meaning, or interpretation of an express provision of this Agreement.

2. Non-Contractual Grievance: A misapplication, misinterpretation, or violation of a policy or administrative decision.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:

- Step One: (a) The grievant shall institute action in writing signed and delivered to his (or her) Division Supervisor within ten (10) working days of the occurrence complained of, or ten (10) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward. The grievant or the Division Supervisor may request a meeting to discuss the grievance.
- (b) The Division Supervisor shall render a decision in writing within fifteen (15) working days after receipt of the grievance.
- (c) During the first ten (10) day period, nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's immediate supervisor.

Step Two: (a) In the event the grievance has not been resolved at Step 1, the Union, and only the Union may file a written grievance on an approved form with the Division Director within ten (10) days of the grievant's receipt of the response or expiration of the time to respond at Step 1.

- (b) The Division Director or his designee shall respond in writing within fifteen (15) working days of receipt of the grievance at this step.

Step Three: (a) In the event the grievance has not been satisfactorily resolved at Step 2, the Union and only the Union may file the written grievance on an approved form with the Department Head or designee within ten (10) working days of the Union's receipt of the response or the expiration of the time to respond at Step 2.

(b) The Department Head or his designee shall respond in writing to the grievance within fifteen (15) working days of the receipt of the grievance at this step.

Step Four: In the event the grievance has not been satisfactorily resolved at Step 3, the Union, and only the Union, may submit the matter to binding arbitration in accordance with the procedures of the N.J. State Board of Mediation or the Public Employment Relations Commission on the following conditions.

ARBITRATION

1. The request for arbitration shall be filed by the Business Manager of the Union.
2. The request for arbitration must be filed with the appropriate agency no later than ten (10) working days after receipt of the response or expiration of the time to respond at Step 3, and;

3. The grievance is a contractual grievance as defined in (B) (1) of this Article.
4. The grievance is not a matter within the exclusive jurisdiction of the Department of Civil Service.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration is final.

Where the grievance arises from facts which would permit the individual grievant to appeal to the Department of Civil Service, this procedure shall be optional. If any appeal is filed with the Department of Civil Service the processing of the grievance shall cease and the grievance withdrawn and, if necessary, the matter withdrawn from arbitration.

No arbitration hearing shall be scheduled until such time as the time limits for appeal to the Department of Civil Service have expired, usually no later than twenty (20) days from the date of the action complained of.

Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

1. No response at any Step within the time allotted shall be deemed to be a denial of the grievance at that Step.
2. Class grievances may be filed at Step 2 by the Union within its discretion.
3. Written dispositions of all grievances at all Steps shall be forwarded to the Union representative.
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 ten (10) 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 XXII. 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.

2. The County shall require a supporting certificate from the employee's attending physician when said employee is absent for five (5) consecutive days chargeable to sick leave. A certificate may be required for absences of less than five (5) consecutive days, pursuant to New Jersey Civil Service Rules and Regulations.

3. Seasonal employees are not eligible for sick leave.

4. Absences of five (5) consecutive working days without notice or County approval may be cause for discipline or dismissal.

5. During the first twelve (12) months of employment, sick leave shall be earned at the rate of 1.25 per month. Thereafter, sick leave shall be earned at the rate of fifteen (15) days annually.

6. Unused sick leave shall accumulate without limitation.

7. Employees shall notify their immediate supervisor or designated person of the intended absence due to illness at least fifteen (15) minutes prior to the employees scheduled starting time, unless past practice at the work unit requires a longer period of notice. In the event an employee will be absent due to illness or injury for more than three (3) consecutive days, the supervisor may waive the obligation of daily notice.

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

8. 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 under Paragraph 5 hereof during said period of disability as set forth in Section 9 below.

9. 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, provided, however, that such special leave of absence with full pay shall not exceed 260 working days in connection with any one disability.

10. However, during such period of disability such employees may elect to first utilize all or any part of the accumulated sick leave before utilizing the aforementioned special leave of absence. Such election shall be made by the employee in writing to his Department Head within ten (10) days after the injury or illness.

11. Any amount of salary or wages or pay or part pay Compensation paid or payable to any employee because of sick leave or any special leave of absence under these regulations shall be reduced by the amount of the Worker's Compensation Award under the Workers Compensation Laws of the State of New Jersey made for temporary disability because of the same injury or illness requiring such sick leave or special leave of absence.

12. The County may require the approval of a County appointed doctor before an employee is allowed to return to work after utilizing sick leave for five

or more consecutive working days. Such approval 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.

ARTICLE XXIII. PERSONAL DAYS

1. Effective January 1 of each year, full-time employees of the County of Essex on the payroll as of that date shall be entitled to three (3) personal days per year with pay.

2. Personal days shall not accumulate from year to year. Upon termination personal days will be pro-rated.

3. Request for personal days should be made in writing to the employee's immediate supervisor at least three (3) days in advance of the requested personal day(s).

4. Approval of the request will be granted by the County if it does not unduly conflict with the scheduling requirements or the needs of the County of Essex.

5. Personal leave may be scheduled in units of one-half (1/2) day or multiples thereof and may be taken in conjunction with other types of paid leave.

6. Part-time permanent employees who work more than twenty (20) hours per week and receive a minimum of \$3225/year will receive personal days on a pro-rated basis.

7. The County may cancel an employee's scheduled personal day due to emergencies. The County shall invoke this provision only under extraordinary circumstances and after making all efforts to avoid cancelling an employees personal day.

8. Full time employees at the Youth House shall receive personal days at the rate and manner contained herein this Agreement. Part-time permanent employees at the Youth House who meet the criteria of #6 above shall receive personal days on a pro-rated basis.

ARTICLE XXIV. HOLIDAYS

1. The days listed in Appendix A shall be recognized as paid holidays.

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

3. An employee shall be paid at straight time base rates for said listed holidays inclusive of other differentials or payments based on his regularly scheduled work day.

4. Whenever the work schedule is such that an employee is required to work on said holiday the employee will be granted a substitute day off at a later date mutually convenient to the employee and his supervisor.

5. An employee on unpaid leave of absence shall not be entitled to pay for any holiday occurring during such leave.

6. In addition to the aforementioned said holidays, the County will grant a holiday when the County Executive declares a holiday for all County employees.

7. Management will attempt to give three (3) days notice whenever possible when employees are required to work on a holiday. The Union recognizes that there may be emergency situations which require less than three (3) days notice.

8. To qualify for holiday pay, an employee must have worked the scheduled day before and the scheduled day following the holiday unless such failure to work is caused by:

- A. Jury Duty
- B. Death in the Immediate family
- C. Union Business
- D. Vacation
- E. Incapacitating injury, but not illness.
- F. Illness, provided a Doctor's certificate is presented by the employee upon return to work, unless waived by the employee's Division Director.

9. Holidays falling within a scheduled vacation period, shall not be lost by the employee and shall be taken at a later time, subject to the approval of the employee's Division Head.

ARTICLE XXV. VACATIONS

1. Employees shall be granted vacation leave with pay subject to the approval of the County as follows:

- 1) Starting from the date of hire until December 31st of that calendar year, one working day's vacation earned for each month completed;
- 2) From January 1st of your first complete year through your fourth complete year, twelve (12) working days;
- 3) From the beginning of the fifth completed year through the completion of the fourteenth year of employment, fifteen (15) working days;

4) From the beginning of the fifteenth year and through the completion of the nineteenth year of employment, twenty (20) working days;

5) From the beginning of the twentieth year and thereafter, twenty-five (25) working days.

2. In scheduling requested vacation periods, seniority shall prevail as per past practice. The scheduling of any vacation request is subject to the approval of the employee's Division Director and the manpower needs of the County.

3. Vacation time must be utilized in the year it has been earned, except when an employee's vacation request is refused by reason of the manpower needs of his/her division. Employees with less than five (5) years of continuous service may not accrue vacation beyond the next calendar year. However, employees with more than five (5) years of continuous service, as of May 1st, 1980, may carry over one (1) year's vacation, or part thereof, to a third year on the condition that all vacation leave for that one year is utilized in the third year.

4. Permanent part-time employees who work more than twenty (20) hours a week and receive a minimum of \$3,225 per year are eligible for vacation days on a pro-rated basis.

5. Temporary, part-time and seasonal employees are not eligible for any vacation benefits.

6. In the event of death or normal retirement of any employee covered by the Agreement, there shall be no pro-ration of vacation in the year in which that event occurs and the 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.

7. In the event the employee is suspended in excess of five (5) working

days in any calendar year, then the County may pro-rate 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.

8. Vacations may be taken in segments of less than five (5) days only when approved by the employee's Division Director.

9. The County may cancel an employee's scheduled vacation due to emergencies. The County shall invoke this provision only under extraordinary circumstances and after making all efforts necessary to avoid cancelling an employees vacation. The affected employee shall have the option of selecting another available vacation period in that year or the next following year.

10. Employees at the Youth House shall be placed on the vacation schedule contained in this Agreement.

11. Any permitted local variations in vacation policies as set forth in this Agreement shall be included in any departmental addendums to this Agreement.

ARTICLE XXVL WEATHER EMERGENCY

1. In the event the County Executive, through an Executive Order closes a County Office because of weather emergency, employees assigned to that office will be credited with a full day's compensation.

2. If an employee cannot report to work due to a weather emergency and the County Offices have not been closed by the County Executive by an Executive Order, then the absence will be charged to accumulated vacation or personal leave.

3. Announcements of such closings will be made over radio stations WABC (AM), WOR (AM), and WVNJ (FM).

ARTICLE XXVII. EXTENT OF COUNTY LIABILITY

A. POLICY

Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the performance of the duties of his/her office, position or employment, the County shall defer the cost of defending such action as set forth below:

The County's obligation hereunder shall be limited to these cases in which:

1. The proceeding is dismissed or results in a final disposition in favor of the employee; and
2. The employee was acting in a matter in which the County had an interest; and
3. The employee was acting in the discharge of a duty imposed or authorized by law; and
4. The employee was acting in good faith; and
5. The employee is a named defendant in a matter pending before a court of competent jurisdiction.

B. PROCEDURE - CRIMINAL ACTIONS

1. An employee who may ultimately seek reimbursement from the County for the costs of defending any criminal proceeding shall deliver the complaint or indictment to the County Counsel within ten (10) calendar days from the time he/she is served with any complaint or indictment, whichever shall occur first.
2. The County Counsel will rule upon the entitlement of employees to reimbursement of their expenses only after the

termination of the criminal proceeding. Therefore, an employee who may ultimately seek reimbursement should retain his personal attorney with knowledge that the employee may or may not be subsequently reimbursed by the County, and that if the employee is reimbursed it will be in an amount within the limits set out in paragraph B-3 even if the attorney's fee to be paid by the employee is greater than that amount. The County Counsel as a convenience to employees will make an effort to maintain a list ("pool") of private attorney's who are available to be retained by employees at the rate of \$45.00 per hour. Effective January 1, 1992 the rate shall be \$90.00 per hour. However, the County will under no circumstances be liable to any pool or other attorney at any time; rather, the County will directly reimburse an employee in the amount set forth in paragraph B-3 if and when the County Counsel determines at the termination of the criminal proceedings that the employee is entitled to reimbursement. An employee will be barred from any reimbursement by the County if he does not obtain an agreement with his attorney which requires his attorney to keep accurate and complete records of the hours which the attorney spends on the case (to include the date and nature of service performed with regard to all time) from the outset of the case and to submit an affidavit of services at the conclusion of the case setting out that detailed time information. Within five days after retaining an attorney, the employee shall forward a signed copy of the retainer agreement to the County Counsel.

3. An employee who wishes to seek reimbursement of his legal expenses in defense of a criminal proceeding shall notify the County Counsel within twenty days of the termination of that proceeding. The employee shall submit to the County Counsel a detailed affidavit of services signed by his attorney setting forth the time spent on the case as set out in paragraph B-2. The County Counsel will then make a binding determination as to whether or not the employee is entitled to reimbursement for all or any part of his legal expenses.

The County Counsel shall determine that the employee is entitled to reimbursement if the County Counsel concludes that all of the standards set forth in paragraph A have been met. If the County Counsel determines that the employee is entitled to reimbursement, the County Counsel shall approve payment by the County to the employee of counsel fees at a rate of \$45.00 per hour of attorney time (effective January 1, 1992, the rate shall be \$90.00 per hour), or if the fee which was charged by the attorney to the employee was less, then a lower rate, as well as expenses of the hearing, trial and appeals in question. The County Counsel may disapprove of any reimbursement of any employee for any attorney hours which the County Counsel concludes are in excess of a reasonable number for the services which were rendered in the case.

C. PROCEDURE - CIVIL ACTIONS

1. Any employee who is served with a summons and complaint

shall, within ten (10) calendar days of the time he/she is served with the summons and complaint, deliver the summons and complaint along with any accident or incident reports relevant to the action, to the County Counsel.

2. The County Counsel will review all documents submitted to determine if the employee is entitled to have representation provided to him/her. If the employee is entitled to representation, such representation shall be provided by the County Counsel, an attorney selected by an insurance carrier insuring the County, or by private counsel to be retained by the County. In no event will private counsel retained by the employee be compensated for his/her services by the County of Essex.
3. The County shall provide representation to the employee at all stages of the litigation, and shall save harmless and protect the employee from any financial loss resulting from any action in which the County provides such representation.

ARTICLE XXVIII. JOB POSTING

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

In the event of an emergency, the County can fill the positions prior to the expiration of the posting period.

In the event this Article conflicts with Civil Service Rules and Regulations, then said Rules and Regulations shall prevail. The County is to supply the Union with a copy of the initial notice and will also notify the Union where the vacancy is filled.

ARTICLE XXIX. OUTSIDE EMPLOYMENT

Full-time employees must consider the County their primary employer. As such, they must be available and able to perform all of the position's required duties as outlined in existing job descriptions. Outside employment must not interfere with an employee's job hours and/or performance.

ARTICLE XXX. NEW EMPLOYEES

The County agrees to provide the Union with a monthly list of names, titles, and job location of all new employees who are represented by their bargaining unit.

ARTICLE XXXI. PROMOTIONS

Promotions of an individual is an advancement in job class having a higher level of duties and responsibilities and/or a salary range having a greater maximum. When there is a major change in the duties or responsibilities of a position resulting in its reallocation to a higher classification, the position shall be considered vacant and subject to filling under promotional procedures.

The promotional policy of the County of Essex is in accordance with the merit principle and Civil Service Regulations, and shall be based on systematic tests and evaluations. Employees who receive promotional appointments must satisfactorily complete a ninety (90) day probationary period before becoming eligible for a permanent appointment to the new job title.

ARTICLE XXXII. SENIORITY

Seniority is defined as an employee's continuous length of service with the County of Essex beginning with his/her date of hire.

Seniority for classified employees shall commence on the date of obtaining permanent status.

Continuous service for seniority purposes shall be broken for any of the following reasons:

- 1) Discharge for just cause.
- 2) Voluntary resignation.
- 3) Failure to report as required following the expiration of an approved leave of absence, unless the employee presents justifiable reason(s) for his/her inability to report.
- 4) Unauthorized absence from work for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the County of Essex is presented and accepted.

ARTICLE XXXIII. LAYOFFS AND DEMOTIONS

Layoff shall be defined as the involuntary separation of an employee for reasons other than delinquency or misconduct.

The appointing authority may lay off an employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of the number of employees in a given class according to County policies and procedures and Civil Service Statute and Rules and Regulations promulgated thereunder.

No permanent employee shall be laid off until all emergency, temporary, and provisional employees and all probationers, who are serving their working test period, holding positions in the same class in the organization unit are separated. The employer shall provide forty-five (45) days notice to any permanent employee.

The order of layoff shall be prescribed by Civil Service Statute and Rules and Regulations promulgated thereunder.

The County will discuss with the Union the impact of any reduction in staff.

ARTICLE XXXIV. RE-EMPLOYMENT

Re-employment is the return to service by an employee who has resigned in good standing within two (2) years of original termination.

It shall be the policy of the governing body to consider within a period of two (2) years of termination the application of any former permanent employee in the classified service who resigned in good standing and whose work record was satisfactory during his/her former employment with the County of Essex.

ARTICLE XXXV. MISCELLANEOUS PROVISIONS

1. Lateral transfers within the bargaining unit are permissible as long as they do not conflict with the Civil Service rules and regulations.
2. A committee shall be formed, to study and make recommendations as to the procedures for paying employees who are promoted and those working out of job titles. Both the County and the Union may appoint up to three (3) members of this Committee. Non-binding recommendations of the Committee shall be made no later than four (4) months after the last departmental addendum to this Agreement has been signed unless both sides agree to an extension of the due date. In the event that the Committee fails to make non-binding recommendations within the specified time period, then the parties agree to continue to reopen negotiations on this issue.
3. New Jersey Department of Personnel rules, statutes, regulations and decisions shall take precedence over the provisions of this agreement.

ARTICLE XXXVL PERSONAL PROPERTY

1. It is the policy of the County of Essex to reimburse employees for repair or replacement of damage to personal property of employees as set forth below. Employees will only be reimbursed for damage or loss of personal property on the person of the employee while the employee is performing his/her duties in a non-negligent manner. Employees will only be reimbursed for loss or damage to the employee's motor vehicle if the damage is the result of an act of vandalism which occurs at a County facility and while the employee is discharging the duties and responsibilities of his/her position on behalf of the County of Essex.
2. When an act of vandalism occurs which results in the loss or damage to an employee's automobile, the incident should immediately be reported to the Department of Public Safety, County Police Division within twenty-four (24) hours.
3. If it is determined after an investigation that negligence on the part of the employee contributed to the act of vandalism, the employee will not be reimbursed.
4. Any request for reimbursement shall be filed with the Office of Risk Management, through the employee's Department Director. The request shall be in writing, and shall include as an attachment the approved Certification Form. The Certification Form shall be completed to fully disclose all information requested.
5. Upon receipt of the request, the Office of Risk Management shall investigate the claim. Additional information may be requested from the employee involved. After the investigation, the Office of Risk Management shall either process the request for payment, either in full or partial payment, or deny the claim.
6. If the employee has personal insurance which would cover the loss or

damage, the claim should be presented to that insurance company. Any reimbursement by the County will be made only to the extent that the loss or damage is not covered by the employee's insurance. The certification requires the employee to indicate whether or not personal insurance is carried which will cover the loss or damage. If the employee does have insurance, the deductible amount, if any, relevant to that loss is to be shown.

7. The maximum amount of reimbursement to be made by the County to any employee is \$500.00 per claim. This contemplates reimbursement of either the appropriate deductible amount or for the loss or damage.

ARTICLE XXXVIL PERSONNEL FILES

1. All employees shall have reasonable access to their own personnel files during working hours, and to obtain copies of material in their own file at \$.15 per page.

2. Requests to see the personnel file must be made two (2) working days in advance. Under emergency circumstances, the Personnel Director or his designee may waive the advance notice.

3. Authorized representatives of the Personnel Office shall be present at all times when an employee reviews his/her file.

4. Employees are not permitted to remove documents or folders from their personnel files.

5. Employees shall have the right to insert written rebuttals to any material in their Personnel file.

ARTICLE XXXVIII. PROBATIONARY PERIOD

1. Permanent appointments and promotions shall be for a probationary period of three (3) months.

2. During the probationary period employees may be terminated by the County without such termination being subject to the grievance and arbitration provisions set forth in this Agreement.

ARTICLE XXXIX. LONGEVITY

The Longevity program in effect on December 31, 1983, shall remain in effect for the term of this Agreement.

ARTICLE XL. HEALTH & SAFETY

The County and the Union shall establish a joint Safety and Health Committee consisting of three (3) members appointed by each party. Meetings will be scheduled as required to discuss safety and health issues.

A Committee shall be formed to study and make recommendations concerning the emergency health care system in the Hall of Records complex. Both the County and the Union may appoint up to three (3) members of this Committee.

ARTICLE XLL SALARIES

A. Effective January 1, 1993, a four percent (4%) increase in the employee's base pay in effect on December 31, 1992.

B. Effective January 1, 1994, a four percent (4%) increase in the employee's base pay in effect on December 31, 1993.

- C. Effective January 1, 1995, a five percent (5) increase in the employee's base pay in effect on December 31, 1994.
- D. Effective January 1, 1992, the increment system shall be in accordance with the increment plan attached as Appendix B. Payment will be based upon a performance evaluation system. The parties will continue to meet to discuss the evaluation process and the formation of objective criteria.
- E. Salary increases will be added to the minimum and maximum of the salary range.
- F. The current merit evaluation system for former confidential employees shall be eliminated and replaced by the following program:
Employees will be evaluated for the period of January 1, - December 31, 1991, and separately evaluated for the period January 1, -December 31, 1992. For the 1991 evaluation year, the evaluations should be completed by March, 1992. For the 1992 evaluation year, the evaluations should be completed in December, 1992. Per the current system, the employees would be evaluated between 0 and 4 percent. Effective December 31, 1992, the total of the two (2) merit payments would be added to the employee's base salary. For example: If the employee receives a three percent (3%) merit evaluation in 1991 and a three percent (3%) merit evaluation in 1992, then six percent (6%) would be added to the employee's base pay effective December 31, 1992. After 1992 the merit evaluation system will be eliminated. In addition, only the employees on the attached Appendix C would be eligible for this program.

ARTICLE XLII. COUNSELLING SERVICES

Employees may obtain either voluntary or mandatory counselling for job related and non-job related problems through the Essex County Employee Assistance Program (E.C.E.A.P.) located at 125 Fairview Avenue, Cedar Grove, New Jersey.

Management agrees to provide a copy of E.C.E.A.P. brochure to the Union Business Manager within forty-five (45) days of this Agreement.

ARTICLE XLIII. MILEAGE ALLOWANCE

Employees required to use their personal vehicles for or on authorized County business shall be reimbursed at the rate of twenty-two cents (\$.22) per mile.

Expenses incurred for necessary parking and tolls directly related to the authorized use of a vehicle on County business are allowed and reimburseable.

Payment shall be made providing the voucher is complete and accurate with supporting documentation.

ARTICLE XLIV. SPECIAL EMPLOYEE FUND

The County agrees to give the Union \$345,000 for the year 1993, \$415,000 for the year 1994 and \$485,000 for the year 1995 and each year thereafter for the purpose of administering a special employee development fund for the betterment of the employees. Payment will be made no later than January 10, of each 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 XLV. SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XLVL FULLY BARGAINED PROVISIONS

Subject to Addendums regarding separate departments, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations.

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.

APPENDIX A 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

100% INCREASES / REPORT BY YEAR

ALL EXAMPLES ARE FOR AN EMPLOYEE HIRED AT THE MINIMUM WITH A 5

	1988	1989	1990	1991
January - June	① 10,000 → No Increase ② 10,000 → No Increase	→ No Increase ③ 10,000 → No Increase	→ No Increase → No Increase ④ 10,000 → No Increase	10,000 (Original) → No Increase → No Increase ⑤ 10,000 → No Increase
July - September	⑥ 10,000 → No Increase ⑦ 10,000 → No Increase	→ No Increase ⑧ 10,000 → No Increase	→ No Increase → No Increase ⑨ 10,000 → No Increase	10,000 (Original) → No Increase → No Increase ⑩ 10,000 → No Increase
October - December	⑪ 10,000 → No Increase ⑫ 10,000 → No Increase	→ No Increase ⑬ 10,000 → No Increase	→ No Increase → No Increase ⑭ 10,000 → No Increase	10,000 (Original) → No Increase → No Increase ⑮ 10,000 → No Increase
January - June	⑯ 10,000 (Original) → No Increase ⑰ 10,000 → No Increase	→ No Increase ⑱ 10,000 → No Increase	→ No Increase → No Increase ⑲ 10,000 (Original) → No Increase	10,000 (Original) → No Increase → No Increase ⑳ 10,000 → No Increase
July - September	㉑ 10,000 → No Increase ㉒ 10,000 → No Increase	→ No Increase ㉓ 10,000 → No Increase	→ No Increase → No Increase ㉔ 10,000 (Original) → No Increase	10,000 (Original) → No Increase → No Increase ㉕ 10,000 → No Increase
October - December	㉖ 10,000 → No Increase ㉗ 10,000 → No Increase	→ No Increase ㉘ 10,000 → No Increase	→ No Increase → No Increase ㉙ 10,000 (Original) → No Increase	10,000 (Original) → No Increase → No Increase ㉚ 10,000 → No Increase

Appendix B

Appendix D

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 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, 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 working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify 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 be gathered to better identify the risk factors which 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 hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

① Employees who are in the Expedient merit system will continue to rise until they reach the maximum of their salary range. Employees in merit increments in accordance with the merit step program.

② Employees who enter the beginning unit ~~and~~ on or after 11/92 are under the merit merit step program and equality grade.

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 a 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 20% to a maximum penalty of \$500.

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 20% of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of \$500.

If the PAR medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

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

If your physician does not call, you can 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 physician 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 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 48 hours, or the next business day, advising 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 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 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 90 days. If you schedule surgery after 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
PROSTATECTOMY	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 20% to a maximum of \$500.

8. What if 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 and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel 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 physician 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 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 theirs, they deal with more informed, more relaxed patients. Doctors also are 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 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 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.

IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this 19th day of April, 1993.

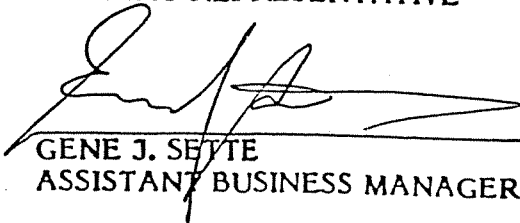
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 1158



MICHAEL CALABRO
BUSINESS MANAGER



JOSEPH P. CALABRO
BUSINESS REPRESENTATIVE

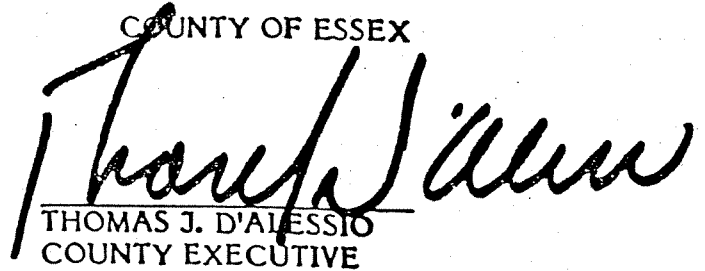


GENE J. SETTE
ASSISTANT BUSINESS MANAGER

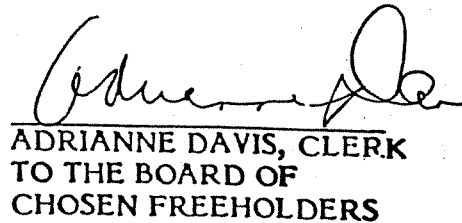
ROSETTA DEL RUSSO

ROCCO RUSSOMANNO

COUNTY OF ESSEX

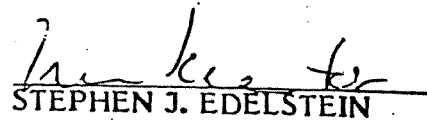


THOMAS J. D'ALESSIO
COUNTY EXECUTIVE



ADRIANNE DAVIS, CLERK
TO THE BOARD OF
CHOSEN FREEHOLDERS

APPROVED AS TO FORM AND
LEGALITY:



STEPHEN J. EDELSTEIN

APPENDIX C

Yvonne Fleming

Shirley Carter

Anita Pellerito

Jill Kessel

Marjorie Brevard

Thomas Conklin

Josephine Bini

Melissa Johnson

Mary Ann Fiore

Helen Accusti

Susan Ortiz

Leona Quigley

Maria Evans

Eileen Pennel

Betty Alworth

Nancy Pepe

Elsie Perez

Laverne Miller

Shirley Guyton

Olga Veniero

Brenda Harrington

Ceila Tazewell

