

Essex

AGREEMENT

This Agreement is made and entered into as of Essex County Board of Chosen Freeholders by and between the County of Essex, New Jersey (hereafter "COUNTY") and AFSCME, Council 52, Local 1247, (Non-Medical Professionals' Association) (hereafter "UNION").

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 Union as the exclusive bargaining representative for all non-medical professional employees of Essex County at Essex County Hospital Center, Essex County Geriatric Center, County Guidance Center, including but not necessarily limited to those titles listed on Appendix A, but excluding all other employees of Essex County including non-supervisors, management executives, police, fire and confidential employees as those terms are defined by the Act.

2. The Union agrees to equally represent all employees in the above defined unit.

X January 1, 1981 - December 31, 1983

ARTICLE III. PROBATIONARY PERIOD

1. Appointments and promotion shall be for a probationary period of three (3) months, but this may be extended by agreement by the parties.

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 IV. MANAGEMENT RIGHTS

1. Except as stated in this Agreement, the County hereby retains and reserves unto itself, 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 customary and usual rights, power, functions and authority of management.

3. The County retains the sole right to suspend, demote, discharge or take other disciplinary action according to law, provided that in the exercise of this right it will not act in violation of the terms of the Agreement.

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

5. The Union agrees that the exercise of the foregoing powers, rights, authority, duties or responsibilities of the County, the adoption of policies, rules, regulations and practices and furtherance

thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent set forth in this Agreement.

6. The County agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the County and that the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether heretofore above listed or not.

7. Management may not exercise its rights in an arbitrary and capricious manner.

#### ARTICLE V. 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 agrees that during the term of this Agreement neither the Union nor any person acting on 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, or work stoppage, or slowdown, or walkout or other job action against the County.

3. The County shall not institute a lockout during the life of this Agreement.

4. The County and the Union agree that strikes are illegal in New Jersey.

## ARTICLE VI. GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. A grievance is any dispute which may arise between the parties concerning the application, meaning, or interpretation of an express provision of this Agreement.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the County to continue the employment of a:

- a) probationary employee - one who has not completed the probationary period, as set forth in this Agreement;
- b) provisional part-time employee - one whose hours of duty are less than the normal work week for the position, and who are not permanent;
- c) temporary employee - one hired for a period of limited duration not to exceed 84 working days in a 12 month period; and
- d) seasonal employee - one hired to work a specific season, such as, but not limited to, the summer period, consisting of the months May through August.

3. The term "employee" shall mean any regular employed individual covered in Article II - "Recognition".

4. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible, and who is not a member of the bargaining unit.

B. PROCEDURE

Step 1: The grievant or his representative shall reduce the matter to writing on an approved Grievance Form within twenty (20) calendar days of the date the employee received notice of the event or occurrence giving rise to the grievance.

During this first twenty (20) day period nothing shall prevent the employee and/or his representative from discussing the matter informally with the employee's unit manager.

The Grievance Form shall be submitted to the employee's Division Head who shall give 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 Head, the Union, and only the Union, may submit the matter in writing on the approved Grievance Form to the Department Head. The Department Head shall respond in writing no later than ten (10) working days from receipt of the grievance.

The Union, or the County may request a meeting to discuss the grievance.

Step 3: In the event the grievance is not resolved at Step 2, then the Union, and only the Union, may submit the matter to binding arbitration in accordance with the procedures of the New Jersey State 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 2.

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 twenty (20) calendar days following its notice of event or occurrence, or it shall be deemed waived.

9. The costs of a stenographer shall be borne by the party obtaining the records and the appropriate rules of the State Board of Mediation shall apply.

10. The County will give written notification to the Union of grievance hearings or meetings beginning with Step 2 for all employees in the bargaining unit.

11. Nothing herein shall prevent an employee from processing his own grievance informally at Step 1 provided the Union Executive Board and Stewards may be present as observers at all steps of the individual's grievance.

12. The Union reserves the right to have non-employee Union representatives at all steps of the grievance procedure.

13. Matters involving more than one employee or payroll shall begin at Step 2.

14. The names of the Union Executive Board and Stewards of the Local Union who may represent the employees shall be certified in writing to the County by the Local Union.

15. The parties agree that only one representative shall be allowed to process grievances at any one time.

#### ARTICLE VII. DISCIPLINE

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

1. neglect of duty;
2. incompetency or inefficiency;
3. incapacity due to mental or physical impairments;
4. conduct unbecoming an employee in the public service, including discriminatory treatment of fellow employees;
5. insubordination or serious breach of discipline;
6. disorderly or immoral conduct;
7. chronic or excessive absenteeism;
8. failure to report for duty without notice;
9. chronic lateness;

10. intoxication while on duty;
11. negligent or willful damage to public property or waste of public supplies;
12. willful violation of rules or other statutes relating to the employment of public employees;
13. conviction of any criminal act or offense;
14. stealing;
15. 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; or
16. violation of the County's Code of Ethics.

B. PROCEDURE

Progressive discipline procedure shall be used whenever possible. Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning or written reprimand. Procedures set forth in the County's Standard Operating Procedures and Practices governing same, shall be applicable.

C. IMMEDIATE SUSPENSIONS

Where the presence of the employee is determined to be dangerous or detrimental to the welfare of patients or employees or themselves, the Division Director or his designee may suspend the offender immediately pending investigation, formal charges and subsequent hearing.

D. NOTICE TO UNION

The County will provide the Union with copies of formal disciplinary actions involving employees in this bargaining unit.



ARTICLE VIII. WORK SCHEDULES AND HOURS OF WORK

*NOT LAST MET 1/2*  
- Go BY PAST PRACTICE (UNIONS EMPLOYEES ETC) \*

1. Daily and weekly work schedules shall not be altered except after notice to the Union, and in such cases shall be discussed with the Union prior to being implemented.
2. Overtime 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 notice.
3. 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 work.
4. All employees are expected to perform a reasonable amount of 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.
5. Insofar as practicable and consistent with the exigencies and requirements of the work, the County will make every effort to notify employees of emergency unforeseen overtime two (2) hours prior to the scheduling of such overtime. Supervisors shall endeavor to give as much additional advance notice of overtime work as is reasonably possible.
6. In the event an employee has just cause for reporting late or being absent, he shall provide as much advance notice to his immediate supervisor as is reasonably possible. In the absence of an emergency an employee will report with no less than thirty (30) minutes notice except in twenty-four (24) operations, in which case at least two (2) hours notice shall be required. Employees shall be informed of whom to notify to meet the requirements of this section.
7. An employee who fails to report for work when scheduled and

fails to notify the immediate supervisor of the intended absence, may not be paid for the absence.

ARTICLE IX. SALARIES

1. Salaries for unit members shall be adjusted for 1981 as per the attached salary schedule.

2. Effective 2/1/82, the salary schedule shall be increased by five percent (5%) across the board.

Effective 7/1/82, the salary schedule shall be increased by an additional three percent (3%) across the board.

3. Effective 1/1/83, the salary schedule shall be increased by an additional seven percent (7%) across the board.

ARTICLE X. MILITARY LEAVE

Military leave shall be governed by applicable Federal and State Statutes, as well as Rules and Regulations promulgated thereunder.

ARTICLE XI. JURY DUTY LEAVE

1. Each 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 allowance) up to

a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:

(a) Employees must provide their Division Head with a copy of the summons.

(b) Any compensation the juror receives shall be returned to the County.

(c) 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.

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

(e) At the County's request, adequate proof must be presented of time served on a jury and the amount received for such service.

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

2. In the event an employee is selected to serve on a 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 XII. INSURANCE

1. The existing Health Insurance and Prescription programs shall remain in effect for the life of this Agreement.

2. The County shall continue to provide a paid term life insurance policy in the amount of four thousand dollars (\$4,000.00) for each full-time active employee.

3. The County reserves the right to select the insurance carrier

provided benefits are not substantially less than those now provided.

ARTICLE XIII. 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. Sick leave is not compensatory time or overtime. It can only be used for legitimate illnesses. Misuse of sick leave will lead to disciplinary action.

4. Full time employees shall earn sick leave at the rate of 1.25 days per month of completed service, and fifteen (15) days per year after the first twelve (12) months of employment. During the first twelve (12) months of employment sick leave shall be earned at the rate of one (1) day per month. Unused sick leave shall accumulate without limitation.

5. All full time permanent employees and provisional employees are eligible for sick leave.

6. Temporary employees are not eligible for sick leave.

7. Employees absent for five (5) or more working days must, if requested present an adequate medical certificate to their supervisor upon return to work.

8. Supervisors may request medical documentation for absence of less than five (5) working days if they believe employees are abusing sick time.

9. Medical documentation may be prepared by a County appointed doctor at the County's expense, where the County deems it necessary.

10. Medical certificates shall state the reason for the absence and other data as required by the supervisor.

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

#### ARTICLE XIV. PERSONAL DAYS

1. Full-time employees of the County shall be entitled to three (3) personal days per year with pay. Personal days will be accrued in accordance with the following schedule:

<u>DATE OF EMPLOYMENT</u>	<u>NO. OF DAYS</u>
From Jan. 1 to Feb. 29	3 Personal Days
From Mar. 1 to June 30	2 Personal Days
From July 1 to Oct. 31	1 Personal Day
After Nov. 1 to Dec. 31	0 Personal Days

2. Part-time permanent employees who work more than an average of twenty (20) hours per week, and receive a minimum of \$3,225 yearly, shall receive personal days on a pro-rated basis.

3. Personal days shall not accumulate from year to year. Upon termination, personal days will be pro-rated for that year.

4. Request for personal days should be made in writing to the employee's supervisor or his designee at least three (3) days in advance of the requested personal day(s). Approval of the request will be granted if it does not unduly conflict with the scheduling requirements or needs of the County.

ARTICLE XV. HOLIDAYS

1. Full-time employees are entitled to the following paid 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

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

3. Employees shall be given pay at straight-time base rates for listed holidays.

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 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 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 (1-1/2) for such holiday.

7. 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
- (f) Illness, except in cases where a pattern develops.

8. Employees will also be awarded any holiday declared by special proclamation of the President of the United States, Governor of New Jersey, or the County Executive.

#### ARTICLE XVI. VACATIONS

1. Full-time employees shall be granted the following vacation leave with pay for continuous service:

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 years of service, an employee shall be granted the additional vacation during the calendar year in which the employee celebrates that anniversary.

3. Part-time employees in the bargaining unit shall continue to receive vacation benefits on a pro-rated basis as per the current practice.

4. In scheduling vacations, choice of time shall be governed by seniority. The parties recognize that the County has the right to determine the number of employees within each classification and work unit that may be on vacation at any given time.

5. It is the intent of the County to exercise the authority to change scheduled vacation periods as seldom as possible; however, the County shall retain the power to cancel an employee's scheduled vacation due to unexpected staff shortages or emergencies. If an employee is required to cancel his/her vacation, the affected employee shall have the option of selecting another available vacation in that year or the next following year, or in lieu thereof, to be paid his/her 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.

6. All vacations should be scheduled a minimum of twenty-one (21) calendar days in advance. This requirement may be waived by the Division Director or his designee.



7. Vacations may be accrued for one year if approved by the unit manager and the Division Head.

8. Vacation must be taken in segments of no less than five (5) days unless approved by the Division Director or his designee.

9. 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.

10. In the event the employee is suspended in excess of five (5) working days in any calendar year, the County may pro-rate that employee's vacation in the succeeding year or upon the employee's leaving the County service for any reason based upon the amount of time the employee was suspended in the preceding year.

11. 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 pro-ration.

#### ARTICLE XVII. LEAVE OF ABSENCE WITHOUT PAY

1. The County may grant leaves of absence without pay to permanent employees for a period not to exceed three (3) months. A leave of absence may subsequently be renewed for additional three (3) month periods, not to exceed one (1) year.

2. An employee does not accrue vacation or sick days or holidays while on a leave of absence without pay. Time during which an employee is on leave of absence without pay shall be deducted from total time

toward seniority except if the leave is approved for further education or military leave.

3. A written request for leave of absence without pay should be presented to the employee's supervisor on an approved form two (2) months in advance of the anticipated leave, except in emergency situations. The request shall state the date the leave of absence is being requested, the approximate length of time off desired, and other required data.

4. A permanent employee who has received approval for a leave of absence without pay, may return to a position upon expiration of the leave.

5. If an employee wishes to return from leave prior to the expiration date, he must so notify his supervisor in writing, and receive his Department Director's approval or denial within a reasonable period of time prior to returning to work.

#### ARTICLE XVIII. IN SERVICE TRAINING

The parties agree that unit members shall be able to have in-service days for educational purposes approved by the unit manager and the Division Head.

#### ARTICLE XIX. LONGEVITY

Longevity will be paid in accordance with current Board of Chosen Freeholders Resolution governing same.

ARTICLE XX. PERSONAL PROPERTY

The County is not responsible for any loss of employees' personal property. However, if personal property on the body of an employee is destroyed while the employee is performing his/her duties in a non-negligent manner, then the employee will be reimbursed for the cost of the damaged item.

Loss or damage to an employee's automobile parked at a County facility through acts of vandalism, while an employee is discharging the duties of his/her job, will be compensated in the amount of \$100.00 per claim per year.

ARTICLE XXI. MATERNITY LEAVE

LEAVE

- Handwritten note: NEW (2) (CO 10/17)*
1. Employees who become pregnant are entitled to continue their employment as long as they are able to perform their jobs. Maternity leaves may be taken at a time deemed by the employee in conjunction with, and confirmed by written verification from a physician. The length of maternity leave with or without pay an employee may take shall not be fixed, but shall be determined, on an individual basis, by length of her disability as verified by a physician.
  2. For maternity leave with pay, accumulated vacation time, personal and administrative leave, and earned compensatory time may be utilized when accrued sick leave is exhausted.
  3. Disabilities caused or contributed to pregnancy, abortion, miscarriage, childbirth and recovery therefrom are, for all job related

purposes, to be considered temporary disabilities and, therefore, constitute a proper basis for use of sick leave and other accumulated time.

#### PROCEDURE

1. The employee shall submit a written request for maternity leave, together with verification by her physician, to the Division Head at least three (3) months before the intended leave.
2. The Division Head shall forward the request for maternity leave to the Division of Personnel.
3. The Division of Personnel shall give written notice to the employee that her request for leave of absence for maternity leave has been approved. Such notification shall indicate the inclusive dates of the leave.
4. If an employee desires to return from maternity leave prior to the originally scheduled return date, an employee should submit a written request to the Division of Personnel.
5. When returning to work from maternity leave, the employee shall submit to the Division Head a medical certificate stating her fitness to resume her normal job duties.
6. If extended leave (more than six (6) months) is required, an employee should submit a written request to the Division of Personnel with supporting medical documentation. Such extended leave shall be approved by the County Executive.
7. The County reserves the right at any time to have the employee examined by a gynecologist at the County's expense. The employee may request a female gynecologist

ARTICLE XXII. TERMINAL LEAVE

1. Upon retirement from the County, an employee shall receive one (1) 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 (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 XXIII. TUITION REIMBURSEMENT

The County shall provide up to and including \$10,000 in 1983 as reimbursement of the tuition cost for Union members attending courses which commence in or after September 1982.

A. The employee obtains prior written approval from the Department Director or his designee after submission of the form no later than fifteen (15) work days after the Division Director's receipt of the request. The Department Director will consult with the Division Director concerning the request for tuition reimbursement.

B. The course is from an accredited institution of learning.

C. The course is taken on the employee's own time or on an approved education leave.

D. The employee shows proof of attendance and a grade level of at least "C" or its equivalent.

E. The program is in a job related field or may be directly applied to job functioning.

F. The employee signs a commitment to continue employment with the County for two (2) years.

G. All requests for reimbursement shall be sent through the U.S. Mail. Requests will be judged according to the postmarked date of the U.S. Postal Service. In cases of like postmarks, the determination will be made according to seniority.

H. It is understood that the entire \$10,000 may not be expended by the County if a sufficient number of employees do not seek and obtain approval for tuition reimbursement prior to January 1984.

#### ARTICLE XXIV. LAYOFFS, DEMOTIONS AND SENIORITY

Layoffs, demotions and seniority shall be governed by the Civil Service Statute, and Rules and Regulations promulgated thereunder.

#### ARTICLE XXV. MERIT PAY PROGRAM

The parties agree that the steps in the salary schedule are not automatic but effective 12/1/82 all those unit members who receive a "meritorious" evaluation shall receive an increase equal to 1/2 of the difference between the employee's current step and the next step on the schedule. This shall become an annual procedure effective 12/1 of each year of the agreement and shall not apply to unit members at maximum salary. The period for evaluation for 1982 shall be from the date of signing of the agreement until 10/1/82. Years following shall be annually from 10/1 through 9/30.

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ARTICLE XXVI. BULLETIN BOARD SPACE

1. Appropriate space on suitably located bulletin boards will be made available for the posting of official and reasonable Union notices and information, and any other material authorized by the County and the President of the Union or his designee.

2. All notices shall be posted by the President of the Union or his designee.

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

ARTICLE XXVII. JOB POSTING

Existing or planned 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, 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. This provision does not prevent the County from filling vacant positions prior to the expiration of the ten (10) day posting period, in emergency situations.

ARTICLE XXVIII. TRANSFERS AND PROMOTIONS

Transfers and promotions shall be made in accordance with the Civil Service Statute, and Rules and Regulations promulgated thereunder.

ARTICLE XXIX. PERSONNEL FILE

1. Employees are entitled to review the contents of their personnel folder by appointment with the Division of Personnel.
2. Employees shall be able to obtain copies of material in their own file at prevailing
3. Employees shall have the right to insert in their own personnel file written rebuttals to any material considered derogatory.
4. Employees shall advise the Division of Personnel under what circumstances credit information may be released.
5. Employees are responsible for notifying their supervisor promptly of any changes in their:

Name  
Address  
Telephone Number  
Marital Status  
Dependent Status  
Dependent Children  
Deductions to be included in W-4 Form  
Change in status for health care programs  
Change of beneficiary on pension and life insurance policies  
Person to be notified in case of emergency.

ARTICLE XXX. 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 as to age, sex, marital status, race, color, creed, national origin, political affiliation, or lawful union activity.
2. The County agrees to abide by existing statutes with regard to handicapped employees.
3. 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.

4. The Union recognizes its responsibility as exclusive collective bargaining representative.

5. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

#### ARTICLE XXXI. ACCESS TO PREMISES

The County agrees to permit up to two representatives of Council 52, to enter the premises of the Essex County Hospital Center, provided that the Department Director's Office is notified prior to the visit, and that such representatives do not interfere with the performance of duties assigned to the employees, and the purpose of this visit is for the implementation of this Agreement.

ARTICLE XXXII. LABOR MANAGEMENT MEETINGS

Meetings between the Department Director or his designee and the Union representatives shall be held at the Union's request and at the convenience of the parties to discuss matters affecting the welfare of employees and implementation of this Agreement.

ARTICLE XXXIII. 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. Outside employment must not interfere with the employee's job performance, ability to work scheduled overtime, or compromise his/her County position through a conflict of interest.

ARTICLE XXXIV. COUNTY PROPERTY

1. Employees are not to use equipment, supplies, postage or other County materials for personal use. Employees shall not remove or assist in the removal of County supplies, materials, goods or equipment from its offices, unless such removal has been authorized in writing by their supervisor.

Unauthorized use or removal of County equipment and supplies shall be cause for disciplinary action and/or removal from employment.

2. County vehicles are to be used only for official County business. Personal use of County vehicles may result in discipline, including discharge.

ARTICLE XXXV. NOTIFICATION ON NEW EMPLOYEES

The County agrees to submit to the Union a list of the Negotiations Unit's newly hired employees and their job classification, twice per year. - *Jan 9 1971*

ARTICLE XXXVI. HOLDBACK

The County will institute a payroll holdback for all employees which shall not exceed one (1) week. The procedure shall be consistent with that employed on a County wide basis.

ARTICLE XXXVII. FAIR SHARE

Any employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days thereafter, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment within the Unit shall, as a condition of employment pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees, and assessments. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year

to year shall be considered to be in continuous employment.

ARTICLE XXXVIII. 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 possession of the County a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signature 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) each pay period.

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. All sums deducted by the County shall be remitted to the Union not later than the 15th day of the calendar month subsequent to the month in which such deductions are made, together with a list of individuals for whom deductions have been made.

5. 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.

6. 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 any of the provisions of this Article.

7. The aggregate total for all such deductions, together with a list from whom dues have been deducted, shall be remitted to the designated Financial Officer of Council 52, AFSCME, AFL/CIO, 516 Johnston Avenue, Jersey City, New Jersey, 07036.

#### ARTICLE XXXIX. SEPARATION OF EMPLOYMENT

Upon separation of employment, the employee will receive all monies to which he/she is entitled, however, the final paycheck will be withheld until County identification, health benefits cards, keys, or other County property is returned.

#### ARTICLE XL. SECURITY

The parties shall establish a committee to discuss and make recommendations on security problems. The committee shall consist of four people, two (2) union representatives and two (2) management representatives.

#### ARTICLE XLI. SEPARABILITY AND SAVINGS

If any provision 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 XLII. NEGOTIATIONS PROCEDURE

1. Negotiations leading to a successor agreement shall commence no later than the 120th day immediately preceding the termination date of this contract. The procedure of such negotiations shall be in accord with the requirements of the Public Employment Relations Commission then prevailing, or as agreed upon by the parties at that time.

2. The County shall provide the Union with requested data necessary to conduct informed negotiations.

3. The parties agree to meet at reasonable times and places during negotiations. Up to four (4) members of the Union's negotiating committee shall be paid their normal salary for time spent at negotiation sessions, if negotiations take place during their normally scheduled work hours.

4. Any and all agreements negotiated by the County and the Union are subject to ratification and/or approval by the County Executive or his designee, the Board of Chosen Freeholders, and the members of the Union.

ARTICLE XLIII. FULLY BARGAINED PROVISION

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable

issues which were, or could have been, the subject of negotiations.

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.

1981

RANGE	12500	13441	14382	15323	16264	17206
NAME	TITLE		1981 SALARY	ONE TIME OFF GUIDE PAYMENT (not in base)		
Acosta	Art Therapist		13750			
Crane	Art Therapist		14382			
Meerovich	Art Therapist		17206	300		
Noback	Art Therapist		17206	300		
Pignataro	Art Therapist		13441			
Power	Art Therapist		13750			
Stephanelli	Art Therapist		17206			
Dowd	<del>Clerical</del> Instructor		17053			
Friedman	Dance Therapist		14382			
McLeod	Dance Therapist		17206	300		
Lang	Home Ec. Instructor		16397			
Fairlee	Music Therapist		12500			
Greenlee	Music Therapist		11506			
Le Blanc	Music Therapist		12500			
Pucilowski	Music Therapist		13765			
Quinn	Music Therapist		12500			
Roberts	Music Therapist		17206	300		
Scalia	Music Therapist		13441			
Burkhart	Hort. Therapist		17206	300		
Teehan	Music Therapist		12500			
Ucko	Music Therapist		17206	300		
Welsh	Music Therapist		15323			



1981

RANGE      12500      13441      14382      15323      16264      17206

NAME	TITLE	1981 SALARY	ONE TIME OFF GUIDE PAYMENT (not in base)
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Woodward	Music Therapist	12500	
Hindjua	Occup. Therapist	12500	
Wilson	Occup. Therapist	14382	
Black	Rec. Therapist	12500	
Boyle	Rec. Therapist	12500	
D'Allesandro	Rec. Therapist	5376	
Dickerson	Rec. Therapist	12500	
Evans	Rec. Therapist	17206	
Hafeman	Rec. Therapist	14382	
Irving	Rec. Therapist	12500	
Junick	Rec. Therapist	12500	
Krentz	Rec. Therapist	12500	
Linfante	Rec. Therapist	13441	
Herzog	Rehab. Counselor	14382	
Royful	Rehab. Counselor	12500	
Scott	Rehab. Counselor	14382	
Hicks	Special Ed. Teacher	14500	
Stoddard	Special Ed. Teacher	14382	
Weinberg	Rec. Therapist	12500	
Bloomer	Rehab. Counselor	13535	
Dougherty	Music Therapist	15323	
Canter	Music Therapist	15323	

1981

RANGE                    13500                    14347                    15194                    16041                    16888                    17737

NAME	TITLE	1981 SALARY	ONE TIME OFF GUIDE PAYMENT (not base)
Culligan	Sr. Crea. Art Ther.	17737	300
Knapp	Sr. Crea. Art Ther.	17737	300
Krainin	Sr. Music Therapist	16041	
Mooney	Sr. Music Therapist	17737	300
Birney	Sr. Occup. Therapist	15194	
Vilsak	Sr. Occup. Therapist	17737	300
West	Sr. Rec. Therapist	17737	
Williams	Sr. Rec. Therapist	14347	
Coppola	Sr. Rehab. Counselor	15194	
Hall	Sr. Art Therapist	17737	300

1981

RANGE            14500                    15966                    17432                    18898                    20364                    21831

NAME	TITLE	1981 SALARY	ONE TIME OFF GUIDE PAYMENT (not in base)
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Bonnell	Clinical Psychologist	15966	
Campbell	Clinical Psychologist	14500	
Gunnberg	Clinical Psychologist	14500	
Paskas	Clinical Psychologist	21831	300

1981

RANGE      15500      17864      20228      22592      24956      27320

NAME	TITLE	1981 SALARY	ONE TIME OFF GUIDE PAYMENT (not in base)
Arace	Sr. Clin. Psychologist	27320	
Blau	Sr. Clin. Psychologist	27320	
Franzblau	Sr. Clin. Psychologist	27320	
Josephs	Sr. Clin. Psychologist	20000	
Perrotta	Sr. Clin. Psychologist	16392	
Richmond	Sr. Clin. Psychologist	27320	

1981

RANGE            16500            18764            21028            23292            25556            27820

NAME	TITLE	1981 SALARY	ONE TIME OFF GUIDE PAYMENT (not i base)
Young	Prin. Clin. Psychologist	27820	
Mitchell	Prin. Clin. Psychologist	25556	
Schmerler	Prin. Clin. Psychologist	25556	

IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

FOR THE UNION

Doreen Lilore

DOREEN LILORE, STAFF REPRESENTATIVE  
AFSCME, COUNCIL 52

Charlyn Dougherty

CHARLYN DOUGHERTY, PRESIDENT  
AFSCME LOCAL 1247

FOR THE COUNTY

Peter Shapiro for

PETER SHAPIRO  
COUNTY EXECUTIVE

ATTEST:

Daniel W. Gibson

DANIEL W. GIBSON  
CLERK TO THE BOARD OF CHOSEN  
FREEHOLDERS

Approved as to Form & Legality:

DA

DAVID BEN-ASHER, ESQ.

Resolution No. 02512  
Proposed by Board of Freeholders

Authority for Resolution N.J.S.A. 40:41A38(n)  
Authority for Action N.J.S.A. 40:41A-41(b)

Subject: EMPLOYEES' CONTRACT - RESOLUTION APPROVING A COLLECTIVE BARGAINING  
AGREEMENT BETWEEN AFSCME, COUNCIL 52, LOCAL 1247, NON-MEDICAL  
PROFESSIONALS' ASSOCIATION AND COUNTY OF ESSEX

WHEREAS, the County of Essex has negotiated a collective bargaining agreement with AFSCME, Council 52, Local 1247, Non-Medical Professionals' Association retroactive to and covering the period January 1, 1981 through December 31, 1983; and

WHEREAS, the Essex County Controller has certified that there are available sufficient funds in the 1982 County Budget to pay the salary and benefits for the 1982 portion of the contract (said Certification is attached hereto); and

WHEREAS, the Board of Freeholders, by this resolution wishes to approve said contract; now, therefore, be it

RESOLVED, by the Board of Freeholders of the County of Essex:

1. That the collective bargaining employment agreement with AFSCME, Council 52, Local 1247, Non-Medical Professionals' Association, a copy of which is annexed hereto, be and hereby is approved.
2. That the County Executive is hereby authorized to execute said contract on behalf of the County.



COUNTY OF ESSEX  
OFFICE OF THE COUNTY ADMINISTRATOR

PETER SHAPIRO  
COUNTY EXECUTIVE

DOLORES CAPETOLA  
DIRECTOR

OFFICE OF LABOR RELATIONS  
HALL OF RECORDS  
NEWARK, NEW JERSEY 07102  
201-961-8452

M E M O R A N D U M

TO: DAVID PASCHAL, DIRECTOR, DEPARTMENT OF HEALTH & REHABILITATION  
RICHARD CIRLINCIONE, ASST. TO THE DIRECTOR, DEPT. OF HEALTH & REHAB.  
DONALD BIASE, ASSISTANT COUNTY ADMINISTRATOR  
CELLERINO BERNARDINO, ASSISTANT COUNTY ADMINISTRATOR  
MICHAEL CORTESE, COUNTY CONTROLLER  
CARMINE CASCIANO, DIRECTOR, DIVISION OF PERSONNEL  
DON BROWN, SR. PERSONNEL TECHNICIAN, DIVISION OF PERSONNEL  
BRUCE VOLPE, SECTION CHIEF, LAW DEPARTMENT

FROM: DOLORES CAPETOLA, DIRECTOR  
OFFICE OF LABOR RELATIONS *DC/dm*

DATE: JANUARY 4, 1982

RE: ESSEX COUNTY UNIT MANAGERS AND SUPERVISORS ASSOCIATION  
1981-1983 COLLECTIVE BARGAINING AGREEMENT

Attached for your files please find the above document.

DC:dm

Enclosures