

K-05-0578  
7-13-05

**AGREEMENT**

**BETWEEN**

**THE COUNTY OF ESSEX**

**-and-**

**COMMUNICATIONS WORKERS OF AMERICA-  
CLERICAL UNIT**

**JANUARY 1, 2005 – DECEMBER 31, 2007**

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This Agreement is entered into by and between the County of Essex, Newark, New Jersey (hereinafter referred to as the "County") and the Communications Workers of America - Clerical Unit, AFL-CIO (hereinafter referred to as the "Union") and shall be effective from January 1, 2005 – December 31, 2007.

**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

The County recognizes the Communications Workers of America, Local 1081, as the exclusive bargaining representative for employees in the Division of Welfare in the following titles:

**CLERK (ALSO BI-LINGUAL)**  
**ACCOUNT CLERK**  
**CLERK TYPIST (ALSO BI-LINGUAL)**  
**STOCK CLERK**  
**DATA ENTRY MACHINE OPERATOR**  
**DATA PROCESSING TECHNICIAN**  
**OFFICE APPLIANCE OPERATOR**  
**CLERK TRANSCRIBER**  
**MESSENGER**  
**TELEPHONE OPERATOR**  
**SENIOR CLERK**  
**DATA CONTROL CLERK**  
**SECURITY GUARD (assigned to Division of Welfare)**  
**SENIOR ACCOUNT CLERK (ALSO TYPING)**  
**SENIOR CLERK TYPIST**  
**SENIOR DATA CONTROL CLERK**  
**SENIOR TELEPHONE OPERATOR**  
**SENIOR CLERK STENOGRAPHER**  
**SENIOR DATA ENTRY MACHINE OPERATOR**  
**PRINCIPAL CLERK**  
**PRINCIPAL ACCOUNT CLERK**  
**PRINCIPAL CLERK STENOGRAPHER**  
**STOREKEEPER**

### **ARTICLE III. DUES CHECK OFF**

1. In accordance with Title 52:14-15.9 (e) of the New Jersey Statutes Annotated, the County, upon receipt of a duly executed authorization-assignment form acceptable to the County, agrees to deduct one-half each the established monthly dues of the Union from the first and second pay check of each month of all employees covered by this Agreement who have executed said form. It is further agreed that the County shall remit such deductions to the Union prior to the tenth (10<sup>th</sup>) day of the month following the month for which such deduction is made. Dues shall be 1.154% of the monthly salary of the individual, or such other amount as may be certified to the County by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

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

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

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

#### ARTICLE IV. WORK SCHEDULES AND OVERTIME

1. Employees may volunteer to select an approved work schedule other than 8:30 - 4:00, with one-half (1/2) hour for lunch, as long as a thirty-five (35) hour work week is maintained. Such work schedule must be between the hours of 7:00 a.m. and 8:00 p.m. The approved work schedule change shall be for three (3) month periods. The straight time rate will be paid for all hours worked. Such requests by employees are subject to the approval of management.

2. Except as set forth in section five (5), any employee who is authorized to work over thirty-seven and one-half (37 ½) hours per week to forty (40) hours per week may elect to receive payment for straight time or compensatory time off. Compensatory time must be taken by December 31 of the calendar year earned, or within sixty (60) days, whichever is later. Any employee who is authorized to work in excess of forty (40) hours in any week will be paid time and one half for those hours in excess of forty (40) hours.

3. A fifteen (15) minute break shall be designated by the Director of the Welfare Division in the morning and the afternoon, to all employees of the bargaining unit.

4. The standard work week shall consist of thirty-five (35) hours per week.

5. Effective July 9, 2005, a flex schedule shall be implemented as follows:

- (a) Existing employees who volunteer and newly hired employees shall be required to work two extended days or Saturday mornings per pay period involving an additional three (3) hours and forty-five (45) minutes inclusive of a thirty (30) minute break per work assignment, which will allow the agency to have extended hours. The Administration has the right to schedule which weekday shall have extended hours. Employees assigned to work this schedule shall receive corresponding time off within the same pay period, subject to Administration approval. Employees assigned to work this schedule will have vacation, sick, personal, bereavement and other approved leave time calculated on a pro-rated basis with the extended workday computed at one and one-half (1.5) days. For example, an employee who works the extended hours schedule and calls in

sick on the day of extended weekday hours will have utilized 1.5 sick days. The employee who calls in sick on a Saturday morning will have utilized one-half sick day.

- (b) Newly hired employees shall be required to work the above schedule for one year.
- (c) A newly hired employee shall be defined as an employee who is hired by or transferred to the Division of Welfare after the full execution of this Agreement.
- (d) This flex time program is subject to changes as set forth in present or future legislation.
- (e) All work schedules are subject to the approval of the administration. Administration has the unilateral right to set the work schedule, with no employee having to work more than two (2) extended days or two (2) Saturday mornings per pay period.
- (f) In the event that a holiday falls on a Saturday, the employee assigned to work the Saturday will need to re-schedule for alternative work hours within that pay period. The employee may elect to work an extended day or to work on his/her alternative day off. In the event the holiday falls on a day an employee is working an extended day, the employee may elect to work on a Saturday or to work on his/her day off. Employees will continue to receive two fifteen minutes breaks for each normal work day. The times will be designated by the Division Director.
- (g) The flex time schedule as set forth in Section 5 of this Article may be eliminated at the discretion of management.



## ARTICLE V. SENIORITY AND JOB VACANCIES

1. Seniority is defined as the amount of time which an employee has served continuously in a permanent capacity in their particular title and includes all time served on Active Duty (absences without pay are not considered active duty and seniority credits are not earned during the absences without pay period.)

2. For purposes of scheduling vacations, agency seniority within the work unit will be used as the determining factor, provided requests are made in accordance with the vacation schedule policy and procedure.

3. It is agreed that overtime work shall be shared by all employees in an occupational classification within any work unit without discrimination. The opportunity to work overtime shall be extended to each employee on a rotational basis by seniority provided the he/she is capable of performing the work.

4. (a) Employees may request a transfer from their present assignment to a desired assignment within their Citizen Services Center by submitting a written request to the Administrative Supervisor/Unit Manager. General reassignment requests will be accepted in the months of April and November of each year.

Said request must specify the Unit desired. The Transfer Request Form must be signed and dated by the employee and transmitted to the Administrative Supervisor/Unit Manager through the proper chain of command.

b) Employees may request a transfer from their present assignment to a desired assignment in another Citizen Services Center by submitting a written request through the Administrative Supervisor to the Division of Welfare Human Resources Section on the approved agency form.

Said request must specify the Citizen Services Center and/or (if applicable) the district assignment desired, and the reason for the requested transfer.

The form must be signed and dated by the employee and transmitted through the Office Manager.

When vacancies are to be filled, consideration is given to all requests. The administrative decision is to be based upon the needs of the County Welfare Division. Insofar as possible and practicable, employees will be transferred on a seniority basis.

Employees transferred on a voluntary basis to another assignment are required to serve a minimum of nine (9) months in the assignment before consideration will be given to a transfer request. The nine month requirement could be waived when openings occur in new Programs.

5. In the event that two or more individuals have the same date of permanency in the same title, length of continuous service as defined by the Rules and Regulations of the New Jersey Department of Personnel shall be the governing factor in all instances where seniority is to be used as a factor in determining employee rights in cases where there is no conflict of Civil Service statutes and/or the Rules and Regulations of the New Jersey Department of Personnel.

6. Job vacancies not being filled from a State Department of Personnel certification above the entry level position for this unit shall be posted for five (5) days prior to filling the position. The Union shall be notified of the vacancy as well as the filling of the position.

## ARTICLE VI. 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 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 such specific and express terms are expressed in this Agreement and are in conformance with the Constitution and Laws of New Jersey and of the United States.

6. It is agreed that the above cited management rights are not subject to the grievance and/or fact finding procedures set forth in Article XXVII hereof.

## 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 clients;
- (c) in-competency or inefficiency;
- (d) incapacity due to mental or physical impairments;
- (e) conduct unbecoming an employee in the public service, including discriminatory treatment of fellow employees;
- (f) discourteous or abusive treatment of clients 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 to and approval of his/her supervisor; if the employee's immediate supervisor is not available, then the employee should contact the Assistant Administrative Supervisor, and if not available the Administrative Supervisor/Unit Head;
- (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. Procedures set forth in the County's Standard Operating Policies and Procedures shall be applicable. Serious breaches of discipline may require immediate suspension or dismissal rather than counseling, warning, or written reprimand.

## **3. IMMEDIATE SUSPENSIONS**

When the presence of the employee is determined to be dangerous to the welfare of the clients or 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. HOLIDAYS

1. The legal holidays as fixed by New Jersey statutes are listed in Schedule B and 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 Saturday, the immediately preceding Friday shall be considered the holiday.

3. Employees shall be paid at their straight time base rates for said listed holidays inclusive of other differentials or payments based on his/her 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 as soon thereafter as is convenient.

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 Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the County Executive of Essex County declares a holiday for all County employees.

7. Management will attempt to give five (5) days notice whenever possible when employees are required to work on a holiday. The Union recognizes that because the Division is a service agency, there may be emergency situations which require less than five (5) days notice.

8. Volunteers shall be solicited first and in the event that insufficient volunteers are forthcoming, the least senior employees shall be mandated to work. Mandated overtime shall thereafter be rotated on the basis of inverse seniority.

## ARTICLE IX. VACATIONS

1. Employees shall be granted vacation leave at a time selected by the employee and subject to the approval of the Essex County Division of Welfare based upon the personnel needs of the Division:

2. a. Full-time employees may be granted vacation leave as follows: One (1) working day for each month of service or major fraction thereof during the remainder of the calendar year following date of appointment. From January 1<sup>st</sup> of the first complete calendar year of service through five years of service, twelve (12) working days per year. After five years of service through twelve years of service, fifteen (15) working days per year. After twelve years of service through twenty years of service, twenty (20) working days per year. After twenty years of service, twenty-five (25) working days per year.

b. An employee celebrating the fifth, twelfth or twentieth anniversary will be granted the additional vacation during the year in which he/she reached the anniversary date.

c. Service includes all temporary and/or provisional continuous service immediately prior to permanent appointment with the County Welfare Division or other county office of the same county provided there is no break in service of more than one week. Any increase in vacation days based on years of continuous County service will be credited at the beginning of the calendar year in which the employee attains it with the anticipation that his/her employment will be continuous throughout the year.

3. Permanent Part-Time Employees who regularly work more than twenty (20) hours a week and receive a minimum of \$3225 per year are eligible for vacation days on a prorated basis.



4. Seasonal and Part-Time Temporary Employees are not eligible for any vacation benefits.

5. Employees resigning shall be granted vacation leave prorated on the basis of current annual allowance divided by 12, multiplied by the months of service completed within the particular year.

Employee retiring shall be granted payment for accumulated vacation days including time due and unused in the current year.

6. Accumulation of Vacation – Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Vacation leave for five (5) or less days upon request of the employee and approval by the Agency may be carried into the following year but no further, provided said request is received by the Administrative Supervisor/Unit Manager between October 1<sup>st</sup> and October 31<sup>st</sup> of the year in which vacation is earned. The agency will acknowledge days to be carried over in the form of a memo. Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work, such vacation leave or parts thereof not granted shall accumulate and may be carried over to the next succeeding calendar year only, with the approval of the Division of Welfare Director, or his/her designee.

7. Employees Returning from Military Leave – Employees returning from Military leave shall be entitled to full vacation time for the year of return and for the year preceding, provided the latter can be taken during the year of return.

8. Deceased Employees – Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave based on the last approved compensation rate for the deceased employee.

9. If law or regulation is changed concerning the maximum number of vacation days permitted, then the County agrees to discuss an increase of vacation days with the Union within thirty (30) days of such request.

## **ARTICLE X. SICK LEAVE**

1. Sick leave is defined as a required absence from work due to a personal illness, injury, pregnancy disability, exposure to contagious disease, or required attendance upon a member of the employee's immediate family who is seriously ill.

2. A physician's certificate may be required where duration of illness is five (5) consecutive working days or more for a single period, and in other situations provided for under the Rules and Regulations issued by the New Jersey Department of Personnel.

3. Seasonal employees are not eligible for sick leave.

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

5. Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment, and fifteen (15) days annually thereafter. Employees may be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave for reasons defined above and in accordance with established County policy. The unused portion of sick leave will be accumulated without limit. Employees resigning or terminating their services with the County Welfare Division shall be permitted to use only that sick leave for the reasons defined above which has been earned and accumulated up to the date of termination on a prorated basis.

6. Sick leave for absences of long duration (in excess of two (2) weeks) must be requested by the employee in writing to his/her immediate supervisor on the County-approved form. This request must be accompanied by a written and signed statement by

a physician prescribing the sick leave, specifying the approximate duration of incapacity and giving the reasons for the sick leave.

7. In all cases of illness, whether of short or long duration, the employee is required to notify his/her immediate supervisor or their superior of the reason for the absence at the starting time or no later than thirty (30) minutes past their starting time, on the first day of absence. If the duration of absence exceeds two (2) days it will be necessary to report every third day.

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

**ARTICLE XI. FAMILY LEAVE ACT.**

Eligible employees shall be entitled to leave pursuant to the Federal Family Medical and Leave Act and New Jersey Family Leave Act.

## ARTICLE XII. JURY DUTY LEAVE

1. Each regular, full-time permanent employee in full pay status actively at work performing assigned duties who loses time from his/her 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 up to a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:

A. When jury duty service is completed prior to 12:00 noon, the employee is required to telephone his immediate supervisor and report to work if requested.

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

C. Adequate proof must be presented of time served on a jury and the amount received for such service.

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

3. In the event an employee is selected to serve on a jury and such service extends beyond the time limit set for in number one (1) above, the benefit may be extended for jury duty leave when adequate proof is supplied.

### ARTICLE XIII. SALARIES AND COMPENSATION

1. Effective January 1, 2005, a two percent (2%) across the board increase. In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to January 1, 2005 and must still be employed by the County when the contract is ratified by the Board of Chosen Freeholder;
2. Effective July 1, 2005, a two percent (2%) across the board increase. In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2005 and must still be employed by the County when the contract is ratified by the Board of Chosen Freeholder;
3. Effective January 1, 2006, a three percent (3%) across the board increase;
4. Effective December 31, 2006, the County will implement one-half (1/2) of a tenth (10<sup>th</sup>) step to the respective ranges as of December 30, 2006, for all eligible employees of the bargaining unit;
5. Effective January 1, 2007, a three percent (3%) across the board increase;
6. Effective December 31, 2007, the County will implement one-half (1/2) of a tenth (10<sup>th</sup>) step to the respective ranges as of December 30, 2007, for all eligible employees of the bargaining unit.

## **ARTICLE XIV. PERFORMANCE APPRAISAL SYSTEM**

### **1. INTRODUCTION**

In order to foster productivity and individual employee development, Essex County will continue to use a performance appraisal system to evaluate employees in a consistent and equitable manner. All employees need to be made aware of and to understand their strengths, weaknesses, and what is expected of them.

### **II. INTERVIEW PROCEDURE**

A. The purpose of the initial interview will be:

1. To inform employees of what they are expected to do by personalizing their job description in accordance with basic performance standards set by the agency management.

2. To inform employees of how they are expected to perform their duties by setting performance standards to be met during the evaluation period.

B. Performance Appraisal Interviews will be held twice per year with the employee to review and evaluate the employee's job performance. The total of the two scores will determine the final score. The employee and his/her immediate supervisor will be present at these interviews.

C. The performance criteria discussed at the interview will be the basis for the employee's evaluation.



D. Employees will be provided with a copy of their performance criteria containing the Performance objectives and standards which will be the basis for their evaluation.

E. Employees must sign a form indicating that they participated in the interview, and received a copy of the applicable criteria.

### **III. EVALUATION**

A. Performance evaluations will be based on the criteria in force. A conference will be held by the immediate supervisor with the employee.

B. Prior to an employee's or supervisor's job change or transfer that employee will be evaluated by the present supervisor under the objectives and standards in force. He/she shall also be entitled to a new performance criteria with the new supervisor at an interview as per Section II A. Annual performance evaluations will reflect a combination of all such performance evaluations conducted during the year.

C. Final Performance Evaluations will be conducted at the formal interview held once per year during January of the following calendar year evaluation period.

### **IV. ELIGIBILITY**

Effective January 1 of each year, a new Performance Appraisal System will be implemented, which is not linked to issuance of annual step increments. Employees who are not at the maximum of their title's salary range and who have not been the subject of formal disciplinary action suspension of one (1) day or more, or fined, during the performance year shall qualify for a step increase effective January 1 of the following year. Employees who are at the maximum of their title's salary range and who have not been the subject of formal disciplinary action during the performance year will be

credited a day off in the succeeding year. The new Performance Appraisal System will be based on standards developed by the Division of Welfare with participation from the Union. The appraisal system will be utilized to identify employee strengths and weaknesses and to assess performance levels based on the specific responsibilities and job-related duties of each employee. The Performance Appraisal System and payments will continue for the life of the contract.

#### **V. APPEAL SECTION**

In the event an employee disagrees with a performance review, he/she may use the grievance procedure.

**ARTICLE XV. LONGEVITY, CHANGE IN CLASSIFICATION AND OTHER  
SALARY ADJUSTMENTS**

1. Longevity

The longevity increment program will be continued for all employees hired prior to January 1, 1977. Employees hired on and after January 1, 1977 are ineligible for this benefit. Longevity payment amounts shall be calculated based upon the appropriate salary range as listed in the July 1976 Ruling 11 Compensation Schedule.

2. Change in Classification

A. All employees promoted shall have their salaries adjusted as follows:

1. Ascertain the employee's current rate of pay excluding differential and longevity.

2. Add to the current rate of pay one increment of the present salary range.

3. Adjust and equalize the employee's salary rate onto the proper step of the new salary range.

4. In addition, the employee shall receive a 5.0% differential (if applicable) based upon the minimum step of the new range and longevity benefits for those employees entitled to this benefit.

5. Any employee who is demoted or being appointed to another title with a lower salary range shall have his/her salary adjusted so that it provides deduction

of an amount equal to one step of the present range less any additional amount (if necessary) to adjust and equalize the employee's salary to the proper step of the title to which he/she is being reassigned. Another acceptable procedure is to reconstruct the employee's salary on the basis of the employees previous employment record.

3. Other Salary Adjustments

When duly authorized and assigned through the Human Resources Unit with prior approval from the Office of the Department Director, an employee performing out-of-title work, that is a temporary assumption of responsibility of the job title immediately above his own for a period in excess of two (2) consecutive weeks, shall be paid at the salary rate commensurate with the higher title commencing on the first day after the completion of two (2) consecutive weeks.

**ARTICLE XVI. PAY PRACTICES**

1. Employees will be paid by check every other week on a Friday; payment will be made during the regular work hours.

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

3. The County will maintain a one week holdback for all employees. The procedure shall be consistent with that employed on a Countywide basis.

## **ARTICLE XVII. 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. Employees shall continue to be offered the opportunity to initial all information which goes into the employee's personnel file prior to its being placed in the file. This does not preclude management from utilizing other files.

2. Request to see the personnel file must be made two (2) working days in advance. Under emergency circumstances, the Division Director may waive the advance notice.

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

4. The County agrees that derogatory information more than three (3) years old in any employee's file shall not be used when determining eligibility for promotions in cases where the employee's performance has improved.

5. The first copy of information placed in the employee's file as of the date of the execution of the agreement will be provided to the employee at no charge.

6. The employee may request that one Union representative accompany him/her when he/she reviews his/her personnel file, provided that the Union representative's time is deducted from the Union leave as set forth in Article XXVIII, Section A.

**ARTICLE XVIII. RESERVED**

**ARTICLE XIX. LIFE INSURANCE COVERAGE**

The present Life Insurance and group policy coverage provided by the County in the amount of four thousand dollars (\$4,000.00) will continue in effect during the life of this Agreement. Current employees who are not receiving coverage, shall become eligible thirty (30) days after full execution of this Agreement. Employees must complete their ninety (90) day probationary period before becoming eligible for this coverage. Employees will not be covered until they complete the necessary enrollment documents.



**ARTICLE XX. HEALTH INSURANCE COVERAGE**

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

A. One month after full ratification by the union membership and the Board of Chosen Freeholders, the Prescription drug plan co-payment will be increased from the current \$1.00-\$5.00 to \$10.00-\$15.00. The County will continue a mail order prescription program.

B. Effective January 1, 2007, the prescription drug plan co-payment will be increased from \$10.00-\$15.00 to \$15.00-\$20.00. The County will continue a mail order prescription program.

C. Effective January 1, 2007, employees would be eligible to participate in the County's Section 125 Cafeteria Plan.

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

E. "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 December 31, 1993. All employees working for the County on December 31, 1993 shall be considered "vested" in the current health care coverage and shall not be required to pay a twenty-five percent (25%) co-pay for dependant coverage if laid off after the signing of the contract and then rehired by the County.

2. 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 cost.

3. The Union shall withdraw, with prejudice, UPC Docket No: CO-2004-257 and Arbitration Docket No. AR-2005-138. The County will not increase the health benefit co-payment amounts during the life of this Contract, and the parties agree to negotiate any future increases.

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

#### Part I

- A. The coverage outlined in this provision is for the eligible retiree and his/her dependants as defined in the Plan documents governing this benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered employee died.
- B. All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health

Maintenance Organizations (HMO's). The County reserves the right to amend or change this coverage and the plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date this agreement is signed.

- C. The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active employees.
- D. At such time as the eligible retiree becomes Medicare eligible, the eligible retiree will assume the cost of any Medicare coverage. It is expressly understood that the County will provide only supplemental coverage to Medicare

## Part II

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

- A. Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the Consolidated Police and Fireman's Pension Fund (CPFPPF); and
- B. Be actively employed with the County of Essex on the date this provision was made part of this agreement (August, 1999); and

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

previously executed by and between the parties, and other than as provided in Part I A and Part II G above, the retiree health benefits provided for in this Paragraph 4 shall be considered vested benefits as to covered retired employees and current employees as of the date hereof which shall not expire with the expiration of this Memorandum or any Collective Bargaining Agreement.

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

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

## ARTICLE XXI. TUITION REIMBURSEMENT

Commencing in 2005, the existing Tuition Reimbursement Article shall be replaced with the following:

A. The County shall provide a yearly maximum of \$13,000 for tuition reimbursement in 2005, 2006 and 2007. The following requirements shall apply:

1. The employee must obtain prior written approval from the Department Director or his designee. The Department Director or his designee shall respond to the employee's request no later than fifteen (15) workdays after the Division Director's receipt of the request. The Department Director will consult with the Division Director concerning the request for tuition reimbursement.
2. The Course must be taken from an accredited institution of learning, including a community or four (4) year college.
3. The maximum reimbursement amount per credit is the per credit cost charged at Rutgers-the State University of New Jersey.
4. The Course must be taken on the employee's own time or on an approved education leave.

5. The employee must provide proof of attendance and a grade level of at least "B" or its equivalent. If course is pass/fail, then "pass" is acceptable.
6. The course must be job related and directly applicable to the employee's current job function, or may be related to an advanced title, including professionals, within the Division of Welfare.
7. Requests for reimbursement must be submitted no later than December 31, 2005. Payment will be made no later than the first quarter of 2006. Reimbursement in the following years will be made in the first quarter of the subsequent year, provided that the request is submitted by December 31 of the preceding year.
8. If, by October 1 of each year, the amount of tuition reimbursement requested and approved by the Department Director is less than \$13,000, then the remaining money may be used by the Division of Welfare for group training for clerical employees, including customer service training.
9. If the total cost incurred by all employees exceeds \$13,000, then employees will receive a prorated amount of tuition spent, i.e. the fund shall be divided equally among the applicants but no one shall receive more than the requested tuition reimbursement amount.
10. The parties agree to discuss training and upward mobility for employees. This section is not subject to the Grievance and Arbitration provision of this contract.
11. This program is based upon the availability of budgeted funds.

**ARTICLE XXII. HEALTH AND SAFETY**

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

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

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

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

5. The Joint Professional and Clerical Health and Safety Committee may request meetings of the County Executive or his/her designee to discuss unresolved health and



safety issues of major concern to the Committee. Up to three (3) Union representatives may attend the meeting. The County and the Union agree that such requests will be reasonable in number.

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

**ARTICLE XXIII. 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.

**ARTICLE XXIV. DENTAL PLAN AND/OR PRESCRIPTION**

It is agreed that the employer will reopen negotiations for the provision of a dental plan and/or prescription eyeglass plan, if, during the term of this Agreement, the County of Essex provides either or both of said plans to all County employees, said provision is subject to the availability of funds.

## **ARTICLE XXV. NON-DISCRIMINATION**

1. The County and the Union agree that the provision 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, 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 XXVI. 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 of three (3) months at any one time. A leave for Union business is considered to be a legitimate reason for requesting a leave of absence without pay. A leave of absence may subsequently be renewed for additional three (3) month periods, not to exceed one (1) year. The granting or refusal of such leaves may be subject to the Grievance Procedure through Step three (3) but not arbitration. This leave will be subject to the approval of the New Jersey Department of Personnel.

2. A written request from the employee setting forth the reasons why the leave is desired and the dates for commencing and termination of the leave shall be submitted to the County Executive no later than two (2) months prior to 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 will continue to receive health benefit coverage during a leave of absence as per the current county policy.

5. Provisional employees may be granted authorized leave of absence without pay for a maximum period of sixty (60) days for reasons deemed appropriate by the County Welfare Division, such leave may not be consecutively renewed or extended.

6. Eligible employees shall be entitled to leave pursuant to the Federal Family Medical and Leave Act and New Jersey Family Leave Act.

## **ARTICLE XXVII. GRIEVANCE PROCEDURE**

### **A. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem 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**

The term "grievance" shall mean an allegation that there has been:

1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance".

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Division, and shall hereinafter be referred to as a "non-contractual" grievance.

### **C. PRESENTATION OF A GRIEVANCE**

1. The County agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant, and one (1) Union representative who is an employee of the County, at the appropriate step.

2. The President of CWA Local 1081, representing both the Professional and Clerical bargaining units, shall be allowed a maximum of one (1) hour of time with pay during working hours to investigate each grievance. This time-off provision shall not be delegated to anyone else.

3. The County agrees to allow a Union recorder to take a written record at grievance hearings.

#### **D. 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) Administrative Superior/Unit Manager on an approved grievance form with fifteen (15) working days of the occurrence complained of, or fifteen (15) working days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The grievant may be represented by an employee who is the shop steward or a designee of the President. If the shop steward is not available within the time frame for filing the grievance or if there is a conflict between the employee grieving and the shop steward, then another union representative may represent the employee. The grievant or the Administrative Supervisor/Unit Manager may request a meeting to discuss the grievance.

(b) The Administrator shall render a decision in writing within fifteen (15) working days after receipt of the grievance.

(c) During the first fifteen (15) 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



Director of the Division within fifteen (15) working days of the grievant's receipt of the response or expiration of the time to respond at Step 1. The grievance shall contain a clear and concise statement of the issue involved, the specific contractual article(s), the date of the incident or violation and the relief sought.

(b) The Local Union president, his/her designee, or the Director of the Division, or his/her designee, may request a meeting to discuss the grievance at this step. The grievant may be present at this meeting.

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

(c) The International Representative, his/her designee, or the Department Head, his/her designee, may request a meeting to discuss the grievance at this step. The grievant and/or Local Union President or his/her designee may be present at this meeting.

Step Four: (a) In the event the grievance has not been satisfactorily resolved at Step 3, the Union and only the Union, may submit the matter to arbitration on the following conditions:

1. The request for arbitration shall be filed only by the International Representative of the Union.

2. The request for arbitration must be filed in writing with the appropriate agency no later than forty-five (45) 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 does not involve matters of appointment, promotion, assignment, (except as it relates to the Merit Pay Program); and;

5. The grievance is not a matter within the exclusive jurisdiction of the New Jersey Department of Personnel.

6. No response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.

(b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the New Jersey Department of Personnel. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.

(c) Where the grievance arises from facts which would permit the individual grievant to appeal to the New Jersey Department of Personnel, this procedure shall be optional. If any appeal is filed with the New Jersey Department of Personnel 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 New Jersey Department of Personnel 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 selection will be made in writing at the appropriate time on the grievance form.

(d) Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this Agreement.

(e) If the parties do not desire a permanent arbitrator, they may have the option of selecting an arbitrator on a case-by-case basis as follows:

1. By selection from a list of arbitrators who are members of the Institute of Management and Labor Relations of Rutgers University, in accordance with the selection procedures of the Institute, or;

2. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission, or;

3. By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

(f) At least fifteen (15) days prior to any scheduled arbitration hearing, the parties shall meet to discuss the case and if possible frame the issue and stipulate to facts. Failure to comply with this provision may constitute cause for a mutual postponement of the arbitration.

(g) The decision and award of the arbitrator shall be in writing and shall be final and binding to the extent permitted by and in accordance with applicable law and this Agreement.

(h) The arbitrator may prescribe an appropriate back pay remedy when he/she finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except he/she may not make an award which exceeds the Welfare Division's authority:

The arbitrator shall have no authority to prescribe a monetary award as penalty for a violation of this Agreement.

(i) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement, and shall confine his/her decision solely to the interpretation and application of this Agreement. He/She shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted, nor shall he/she submit observations or declarations of opinions which are not essential in reaching the determination.

(j) The costs of the services of an arbitrator shall be borne equally by the County and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

(k) The hearings shall be conducted in accordance with the rules of the New Jersey State Board of Mediation, or the appropriate Agency.

(l) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after selection and shall issue the opinion and award within thirty (30) calendar days after the close of the hearing.

(m) Settlements of grievances at any Step shall not be deemed to be presidential in any subsequent grievance or arbitration unless specifically stipulated by the parties.

(n) The filing of a grievance shall not stay any disciplinary action.

(o) The Local Union may initiate grievances of Department-wide implication directly at Step 2 within the requirements of this Article.

(p) The parties may mutually agree in writing to extend any time limit at any Step of the Procedure.

## ARTICLE XXVIII. LEAVE FOR UNION BUSINESS

A. The County agrees to grant upon request of employees covered by this Agreement time off with pay for the purpose of attending Union conventions and conferences, provided that:

1. The total time off does not exceed the aggregate of twenty (20) days per annum.

2. Written notice specifying the amount of time off is received at least five (5) working days in advance of the granting of each period of time off.

B. A portion or all of the aggregate days noted in Paragraph A above may be utilized for the purpose of having one Union representative attend each public meeting of the Essex County Board of Chosen Freeholders. Notice of attendance at such meetings must be received by the Administrative Supervisor/Unit Manager of the Union representative in advance of each such period of time off.

C. No leave shall become effective without prior approval by the County Welfare Director.

D. The Union has designated the Local President as the person from whom the requests for Union leave will originate.

E. The Union will provide the County Welfare Division with a list of names and titles of those Union officers, Executive Board members, and Stewards entitled to a leave for Union business. Requests for leaves shall be made at least one (1) week in advance with a copy of said request to be delivered to the appropriate Administrative Supervisor/Unit Manager. Approval for Union activities shall be requested through the

Human Resources Section of the Essex County Welfare Division and shall not be unreasonably withheld.

F. The County agrees to grant two (2) hours off every other month for two (2) stewards per office, to attend stewards' meetings. The Union agrees to notify the Director's Office in writing at least five (5) days in advance of such time, so that the appropriate Administrative Supervisor/Unit Manager or Central Office Unit Head can be so advised.

G. The County will attempt within its personnel constraints, to grant, at any given time, at least one Union representative a leave of absence without pay for union activity. Requests for leaves of absence without pay for Union business must come from the Union president in writing and be subject to the provisions of this Article. Such leaves shall not be subject to the provisions of this Article. Such leaves shall not be arbitrarily or capriciously withheld.

**ARTICLE XXIX. MILITARY LEAVE**

Military Leave shall be governed by County Policies and Procedure.



**ARTICLE XXX. WORK DISTRIBUTION AND PRACTICES**

1. The County and the Union agree to continue the use of the Joint Professional and Clerical Work Distribution and Practice Committee.

2. The parties may select their own representatives, up to a maximum of three (3).

3. The Committee will serve in an advisory capacity, and shall have the opportunity and be charged with the responsibility of making recommendations which will be given serious consideration by the County Welfare Division. The County Welfare Division shall advise members in writing within thirty (30) days or at the next Committee meeting, whichever is longer, of all decisions reached and the reasons therefore as the result of issues brought before the Committee.

4. When an employee is out on vacation, sick leave, or authorized leaves of absence for ten (10) or more consecutive work days, the Agency, within its personnel capabilities, will attempt to distribute the outstanding priority work.

**ARTICLE XXXI. TITLE CLASSIFICATIONS**

If and when the State of New Jersey implements title changes within the structure of the County Welfare Division, both parties reserve the right to take the necessary steps to preserve and maintain the title classification and salary ranges as negotiated.

**ARTICLE XXXII. COUNSELLING SERVICES**

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

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

**ARTICLE XXXIII. NEW EMPLOYEES**

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

2. The Union may supply a packet of information including the names of their stewards for distribution to new employees which would include the contract, membership application and other material mutually agreed to by the Division of Welfare and the Union.

The Division agrees to grant the Union president, or his designee thirty (30) minutes during the orientation program for the purpose of distributing packets and answering questions raised by employees.

**ARTICLE XXXIV. COPE DEDUCTION**

Upon full execution of this Agreement, the County will implement a voluntary payroll deduction program for the National CWA Union's Committee on Political Education (C.O.P.E.) program. Employees must sign an authorization card prior to payroll deduction.

**ARTICLE XXXV. NEGOTIATION PROCEDURE**

1. Negotiations leading to a successor agreement shall commence no later than the 120<sup>th</sup> 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 a agreed upon by the parties at that time.

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.

**ARTICLE XXXVI. 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 XXXVII. PERSONAL DAYS**

A. Eligible full time employees of the County of Essex 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 March 1 to June 30	2 Personal Days
From July 1 to October 31	1 Personal Day
After November 1 to December 31	0 Personal days

B. Personal days shall not accumulate from year to year. Upon termination, personal days will be prorated.



**ARTICLE XXXVIII. WEATHER EMERGENCY**

1. In the event the County Executive, through an Executive Order, declares a weather emergency after the start of the normal working day, employees at work will receive a full day's compensation.

2. If an employee does not 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. In the event the County Executive, through an Executive Order, closes a County Office because of a weather emergency, employees assigned to that office will be credited with a full day's work.

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

## **ARTICLE XXXIX. BULLETIN BOARDS**

The Division Director shall provide one (1) CWA Bulletin Board in each Citizen Services Center the size of existing bulletin boards, for use by the Union, to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their work stations, or during their rest periods. All notices shall be posted by the President of the Union or 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

President of the Union or his designee. No political campaign literature or defamatory material shall be posted. This article does not prohibit the Division Director from assigning space for bulletin boards at other locations to organizations in which employees hold membership.

**ARTICLE XL. BEREAVEMENT LEAVE**

Employees covered by this contract shall receive up to one (1) day of bereavement leave per year. This leave shall be granted in the event of death of that employee's spouse, child, parent, brother, or sister. The time during which this bereavement leave will be allowed shall be within three (3) days of the date of death. Employees may utilize the bereavement day only if they have exhausted all current and accumulated vacation, personal, and sick time. Employees may be required to produce proof of death.

**ARTICLE XLI. EMPLOYEE EMERGENCY FUND**

The County and the Union both recognize that there are emergency situations which may arise in a worker's life. Additionally, both parties recognize that alleviating emergencies is not only in the best interest of the worker, but also it is in the County's interest in accomplishing the mission of the Division of Welfare. The County will contribute to the Employee Emergency Fund a yearly total of \$233,500.00. Payment will be made by March 1<sup>st</sup> of each year.

Emergency as used herein is used to describe situations beyond which a Local 1081 represented employee has no control. Examples of such emergency are temporary loss of shelter due to fire, flood, or other natural disaster. Money may also be available for educational needs.

It is understood that the administration of this fund shall be the entire responsibility of the Union. Further, the Union indemnifies the County of all responsibility of the fund's operation.

## **ARTICLE XLII. FULLY BARGAINED PROVISIONS**

1. 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.

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.

## **ARTICLE XLIII. 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 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. Effective January 1, 2000 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 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 reimbursement, the County Counsel shall approve payment by the County to the employee of counsel fees at a rate of \$90.00 per hour of attorney time (effective January 1, 2000), 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 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 XLIV. 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.
3. Terminal Leave shall be governed by County Policies and Procedures.

## ARTICLE XLV. WORKING FACILITIES

A. The County agrees to provide a clean, safe, sanitary and properly ventilated place to work.

B. Where space permits, the County may permit the operation of a vending machine by concessionaire designated by the County to make available lunch, coffee and other refreshments on the premises, subject to local ordinances, State law, and, to rules and regulations governing such use of such machines.

C. Where space permits in existing facilities, lunchroom areas may be made available at each Service Center. Provisions shall be made for such lunchroom areas in future office locations.

D. There shall be at the request of the County an annual survey of all County offices to determine the need, if any, for decoration and repairs.

E. The County shall endeavor to have done whatever is feasible and reasonable to improve restroom facilities at any Field Office which is below the standard of other Service Center facilities. Future Service Center sites maybe equipped with adequate and separate restroom facilities for staff and client.

F. The County shall furnish and maintain adequate first aide supplies at each office location.

G. The County agrees to make reasonable efforts to require that parking facilities are properly maintained by the landlords at each Service Center location and to require landlords to provide adequate restroom supplies.

H. All Citizen Service Centers shall be subject to bi-annual, joint inspections by one representative of the union and one representative of the County. Such inspections shall be conducted on notice to the Administrative Services Administrator.

## ARTICLE XLVI. 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 concerted failure to report for duty, or willful absence of an employee from his position or stoppage of work or absence 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 job action against the County.

3. The Union will not be liable for an unauthorized strike, work stoppage, slowdown, walk-out or other job action, and in consideration thereof, agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned including but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

4. 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.

5. Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

6. During the term of this Agreement the employer will not lock out employees.

## **ARTICLE XLVII. PERSONAL PROPERTY**

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 while the employee is discharging the duties and responsibilities of his/her position on behalf of the County of Essex. Reimbursement shall be in accordance with County SOPP 81-11.

**ARTICLE XLVIII. UNIFORM ALLOWANCE**

Employees in the title Security Guard will receive a yearly uniform allowance of \$350.00 payable in two (2) installments of \$175.00 in March and July.



**ARTICLE XLIX. SAFETY OF STAFF**


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


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

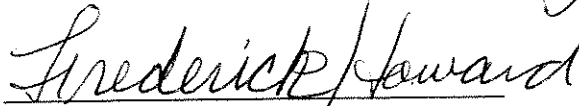
This Agreement represents the complete and final Agreement between the parties, and is contingent upon the approvals and ratifications set forth above. All proposals, whether written or oral, presented by either party during the course of negotiations shall be deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by both the undersigned parties.

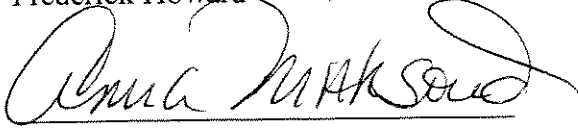
IN WITNESS WHEREOF, the parties have, by their authorized representatives, set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2005.

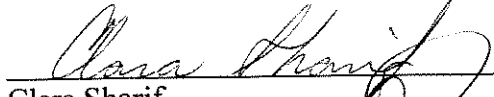
**FOR THE UNION**

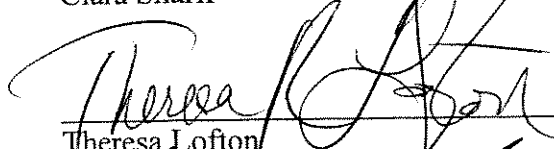
  
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David H. Weiner, President  
CWA Local 1081

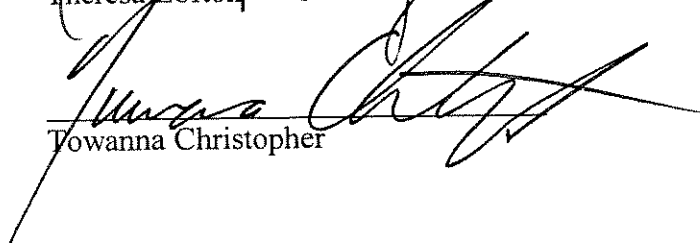
  
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Lynn Buckley  
CWA Representative

  
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Frederick Howard

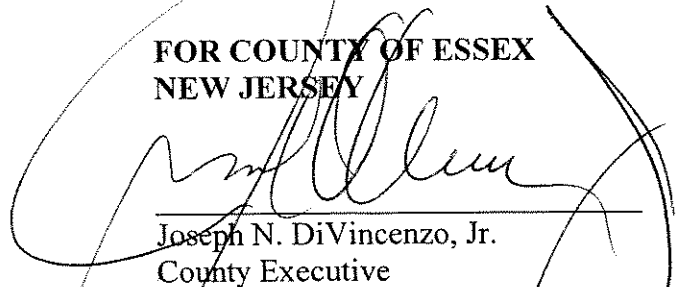
  
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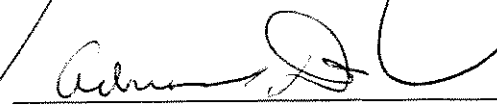
  
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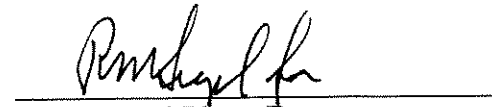
  
\_\_\_\_\_  
Towanna Christopher

**FOR COUNTY OF ESSEX  
NEW JERSEY**

  
\_\_\_\_\_  
Joseph N. DiVincenzo, Jr.  
County Executive

  
\_\_\_\_\_  
Adrienne Davis, Clerk of the  
Board of Chosen Freeholders

Approved as to Form

  
\_\_\_\_\_  
Harry J. Del Plato, Esq.  
A/Essex County Counsel

## INSURANCE APPENDIX SCHEDULE A

### **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 programs 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.

### **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 specialist will review you 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 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 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 the 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 doctor 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 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 specialists 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. Appropriately 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.

HOLIDAYS

SCHEDULE B

NEW YEARS 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

