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AGREEMENT

BETWEEN:

Essex County Board of Chosen Freeholders

THE COUNTY OF ESSEX

-and-

THE NEW JERSEY STATE NURSES ASSOCIATION

X JANUARY 1, 1984 - DECEMBER 31, 1986

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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 AND SCOPE

1. The County recognizes the Essex County local unit of JNESO of the New Jersey State Nurses Association as the exclusive bargaining representative of the professional nurses, both registered or with state permit, in the following titles (excluding managerial, confidential, and all other employees) for the purpose of collective negotiations with respect to salary, hours, and other terms and conditions of employment:

- (a) Graduate Nurse
- (b) Head Nurse
- (c) Assistant Hospital Utilization Review Coordinator
- (d) Hospital Utilization Review Coordinator
- (e) Supervisor of Nurses
- (f) Instructor of Nurses
- (g) Clinical Specialist, Nursing
- (h) Head Clinic Nurse

2. Reference herein to the masculine gender shall also be deemed to include the feminine.

ARTICLE III. MANAGEMENT RIGHTS

It is understood and agreed by the parties that management, whether it be the County, or the Chief Administrative Officer of each employing unit, or of each facility wherein professional nurses are employed, possesses the sole right to operate the Employing Units or Facilities so as to carry out the statutory mandate and goals assigned by the County to the Employing Units and Facilities, and that all management rights repose in management except as expressly modified by the terms of this Agreement. The County has and is vested with all customary and usual rights, power, functions and authority of management.

These rights include, but are not limited to, the right of the employer to schedule employees. In such scheduling, the employer will give due regard to the needs and personal problems of the employees affected as well as the needs and problems of the employer, other employees and the patients.

ARTICLE IV. RETENTION OF EXISTING BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits that the professional nurses have heretofore enjoyed and are presently enjoying, whether County wide or departmental in application, shall be maintained and continued by the County during the term of this Agreement. The personnel policies and personnel regulations currently in effect shall continue to be applicable to all professional nurses except as otherwise provided herein. In accordance with Chapter 303 of the Public Laws of 1968, any new work rule, personnel policy decision, or regulations affecting the employment of the professional nurses that

are the subject of this agreement shall first be negotiated with the Union if it is to become effective during the term of this Agreement.

The County agrees that it shall not discriminate against any professional nurse with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or its affiliates, his/her participation in any activities of the Association or its affiliates, collective negotiations with the County, or its institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE V. SALARIES

1. Effective January 1, 1984, a six percent (6%) increase in the employees base pay in effect on December 31, 1983.
2. Effective January 1, 1985, a six percent (6%) increase in the employees base pay in effect on December 31, 1984.
3. Effective January 1, 1986, a five percent (5%) increase in the employees base pay in effect on December 31, 1985.
4. In the event of the promotion of an employee covered by this Agreement to a higher paying title, the promoted employee will receive an increase in salary.

ARTICLE VI. HOURS OF WORK, OVERTIME, WORK SCHEDULES, SHIFT PREMIUM

1. The normal work day for all registered nurses shall be eight (8) hours. The normal work period shall be eighty (80) hours in a fourteen (14) day

schedule.

2. All work performed in excess of eight (8) hours per day, or forty (40) hours in a seven (7) day period, or eighty (80) hours in a fourteen (14) day schedule, shall be compensated at time and one-half.

3. Each professional nurse shall be allowed one (1) hour for meals during his/her eight (8) hour tour of duty. If the supervisor or department head directs the professional nurse to continue to work during the meal hour, the County shall pay the professional nurse one (1) hour at the employee's regular hourly rate.

It is understood and agreed that the use of the term "normal" is for the purpose of determining the application of an employee's regular compensation rate.

4. The employer will, to the extent practicable, post a schedule of each employee's assignment for two (2) weeks in advance of the start of each week. This posted schedule will remain in effect until superceded by a new schedule or by other notification by the employer to the employee.

5. The Employer and the Association will permit alteration of the normal work day or work week to permit experimentation with other systems of scheduling work time. Unless specifically authorized by mutual written agreement of the parties, this alteration of the normal work day or normal work week would be consistent with eighty (80) hours in a fourteen (14) day schedule.

6. A. Evening Shift - Nurses working the shift commencing between 3:00 p.m. to 11:00 p.m. shall be paid a shift differential of six percent (6%) of the base salary.

B. Night Shift - Nurses working the shift commencing between 11:00 p.m. and 7:00 a.m. shall be paid a shift differential of six percent (6%) of the base salary. The above shift differential shall be uniformly applied throughout all County facilities where professional nurses are employed.

7. For the purpose of overtime pay as hereinafter described, the employee's regular compensation rate against which said premium pay is to be calculated, will be the base rate of pay to the employees immediately prior to the performance of the said overtime worked.

8. There will be no compounding or pyramiding of overtime premium pay.

9. Overtime will be paid in accordance with the frequency schedule heretofore in existence.

10. When an employee is scheduled to work at least eight (8) hours of overtime, and the overtime is cancelled after the employee reports for the scheduled overtime, the County will compensate the employee for two (2) hours of overtime pay.

In cases where other overtime is offered and refused for the same time period, the employees waive their right to the two (2) hours pay.

11. Employees who will be absent or late must report this absence or lateness thirty (30) minutes before their scheduled starting times.

ARTICLE VII. TEMPORARY ASSIGNMENTS

1. Professional nurses may be temporarily assigned by the Employing Units or Facilities for a period not to exceed ten (10) consecutive working days in any sixty five (65) work day period to work in a different professional nursing title in the same or different salary range.

This limitation shall apply to both the Hospital Center and the Geriatrics Centers.

2. When a Head Nurse or Graduate Nurse at the Employing Units or Facilities fills the position of Supervisor of Nurses, he or she will be given a job differential payment of one dollar (\$1.00) per hour.

3. At the Essex County Hospital Center, whenever a Supervisor of Nurses is assigned to temporarily assume the responsibilities of two (2) patient areas, as defined in the New Schedule B attached hereto, or is assigned to the Nursing Office to temporarily assume administrative responsibilities of an Assistant Director of Nurses in addition to one patient area, that Supervisor will be given a pay differential of one dollar (\$1.00) per hour, above all other money he or she is entitled to pursuant to any other terms of this Agreement.

4. Whenever a Supervisor of Nurses is assigned to temporarily assume the responsibilities of three (3) patient areas, as designated in New Schedule B attached hereto, or two (2) patient areas as defined in New Schedule B attached hereto and at the same time to the Nursing Office to temporarily assume administrative duties of an Assistant Director of Nurses, that supervisor or nurse will be given a job differential payment of one dollar (\$1.00) per hour over and above all other money she is entitled to pursuant to any other terms of this Agreement.

5. The parties recognize that it would be desirable to hire enough nurses so that no supervisor will, in the normal course of his/her employment, be required to cover more than one patient area, and the County will continue to make good faith attempts to hire the nursing personnel required to accomplish this objective.

6. There will be no compounding of the monies paid for temporary assignments pursuant to this Article.

7. Working Out of Classification

A. Conditions

1. Effective upon signing of the Agreement.
2. Only for Graduate Nurses working the day shift.

B. When a Division Director/Nursing Administrator/Director of Nursing has designated an employee to continue to work out of his or her classification over 40 consecutive working days, the Division Director/Nursing Administrator/Director of Nursing must request a temporary or permanent appointment for the employee to the new classification. Requests for temporary or permanent appointments must be made to the Department Director.

C. The Department Director will review the reclassification request with the Division of Personnel and the Division of Budget and Management and within two (2) weeks of receipt of the request will:
(1) make recommendation for provisional appointment by submitting a PJF or (2) deny the request.

D. Upon approval by the Department Head of a temporary or provisional appointment of an employee to a new classification, the Department Head will submit all necessary data to the Division of Personnel via the Personnel Justification Form.

ARTICLE VIII. PART-TIME PROFESSIONAL NURSES

1. Permanent part-time professional nurses, provided they work more than twenty (20) hours per week, covered by this Agreement shall be granted on a

prorated basis all benefits given to full-time nurses in accordance with the practice heretofore in existence.

2. Part-time professional nurses shall be compelled to work at least one of the following holidays: Christmas Day, New Year's Day, and Thanksgiving Day.

3. Part-time professional nurses shall be required to work at least one (1) weekend per month, unless the job for which he/she is hired does not require weekend work.

ARTICLE IX. VACATION

1. (a) Professional nurses covered by this Agreement are entitled to the following paid vacation:

First year of employment:

One (1) day for each month of service;

Second through fifth year of employment:

Twelve (12) vacation days;

Sixth through fifteenth year of employment:

Fifteen (15) vacation days;

Sixteenth through nineteenth year of employment:

Twenty (20) vacation days;

Twenty years of employment:

Twenty-five (25) vacation days.

(b) Upon celebrating the fifth, fifteenth, and twentieth years of service, a professional nurse shall be granted the additional vacation during the calendar year in which the professional nurse celebrated that anniversary.

2. Initial requests for summer vacations (May 1st through September 30) must be made in writing by March 15 of each calendar year.

3. In scheduling vacations, choice of time shall be governed by seniority. The parties recognize that each Employing Unit or Facility has the right to determine the number of professional nurses within each classification and work unit that may be on vacation at any given time; however, professional nurses shall be offered the opportunity to take some vacation time between May 1st and September 30th. Once vacation periods have been scheduled, each Employing Unit or Facility shall make the changes in vacation scheduled only to meet anticipated staff shortages or emergencies. It is the expressed intent of the Employing Units and Facilities to exercise the authority to change scheduled vacation periods as seldom as possible; additionally, vacations shall be granted at times and in amounts most desired by professional nurses whenever possible. If, at the request of a department head within an employing unit or facility a professional nurse is unable to take all or part of vacation due during the calendar year, the unused portion may be carried over to the next succeeding year only.

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

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

6. If the employee resigns and has more than fifteen (15) years service and is eligible for retirement pursuant to the requirements of his/her pension program, then in that event, he/she shall be paid the full amount of unused vacation time due and owed him in that calendar year without proration.

7. Vacation credits shall not accrue while an employee is on any leave without pay.

8. If a paid holiday occurs during the vacation leave, it is not counted as a day of vacation.

9. With regard to the above vacation schedules, part time professional nurses, provided they work more than twenty (20) hours per week, whether permanent or temporary, will be granted vacation on a prorated basis.

ARTICLE X. HOLIDAYS

1. When a professional nurse in those departments operating on an around-the-clock basis, seven days a week, is required to work on a holiday as declared by the County Executive or the Governor, the professional nurse shall be granted a compensatory day at a later date mutually convenient to the professional nurse and the department head. Management will offer the employee three (3) days on which he/she may use the holiday. If none of these are acceptable, the employee may offer three days for the use of the holiday. Management will make good faith efforts to agree on a mutually convenient date for the use of holidays, but reserves the right to assign them to employees. If, because of the pressure of the work such compensatory time is not granted within one year from the date it was earned, then within one month thereafter, the professional nurse shall be paid at the rate of time and one half for such holiday worked.

2. The holidays referred to herein shall be:

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

3. The same procedure shall be followed whenever the County Executive or the Governor issues a notice allowing a part of a day for early departure on holiday eves or other special occasions.

4. Holidays falling during an employee's sick leave are counted as holidays.

ARTICLE XI. SICK LEAVE

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

or due to death in the immediate family. The County may request sufficient and adequate documentation that sick leave is being legitimately utilized for one of the aforementioned reasons.

2. Immediate family includes father, mother, step-father, step-mother, husband, wife, child, foster child, sister, brother, mother-in-law, or father-in-law. It shall also include relatives of the employee residing in the employee's household.

3. Each full time professional nurse covered under this agreement will be granted sick leave with pay of not less than one (1) working day for every month of service during the remainder of the first calendar year of service following appointment, and an additional fifteen (15) working days in every calendar year thereafter. If a paid holiday occurs during sick leave, it is not counted as a sick leave.

4. Permanent, part-time employees who work more than twenty (20) hours per week are eligible for sick leave on a prorated basis.

5. In the event the employing unit or facility has reason to believe that a professional nurse is abusing the sick leave privilege or may be physically fit to return to work, the employee must, if requested, present an adequate or other appropriate verification for any period of absence chargeable to sick leave pursuant to Civil Service Rules and Regulations.

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

7. In instances where the County reasonably believes that an employee returning from sick leave may not be capable of performing his normal duties or that his return will jeopardize the health of other employees, the County may, as a condition of return to work, require an examination by a County designated physician. The County will bear the expense of this exam.

8. Employees who are reporting an absence or lateness must notify their supervisor thirty (30) minutes before their scheduled starting time.

ARTICLE XII. PAID LEAVE

1. Administrative Leave

All full time Professional nurses shall receive seven (7) days professional administrative leave in addition to all other authorized leaves and vacations with pay.

This professional administrative leave shall be subject to those regulations which are currently in force for the use of vacation leave. Permanent part-time nurses shall be granted professional administrative leave on a pro-rated basis.

2. Professional Leave

Leave to attend professional conventions, educational programs or work shops shall be granted to professional nurses in accordance with the existing policy of affording leaves to County Personnel.

3. Convention Leave

Two (2) representatives of the Association shall be permitted a paid leave of absence to attend the State Nurses Association Convention. This leave shall not exceed three (3) working days.

4. Personal Leave

1. Effective January 1 of each calendar year of this Agreement, each employee shall be entitled to three (3) personal leave days per calendar year with pay except as set forth in Section 4.8.

2. Except in the event of personal emergency, or with permission from the Division Head the employee shall submit a written request for such days off at least three (3) days prior to the requested leave.

3. Personal leave may be scheduled in units of one-half (1/2) day or multiples thereof.

4. Such leave shall not accumulate. Unused balances in any year shall be cancelled, except where the employee's request for such days has been denied.

5. Requests for such leave may be granted provided there is no interference with the proper conduct of the government function involved.

6. Priority in granting such request shall be (1) emergencies, (2) observation of religious or other days of celebration, but not holidays, (3) personal business and (4) other personal affairs.

7. Where, within a work unit, there are more requests than can be granted for use of this leave for one of the purposes above, the conflict will then be resolved on the basis of County seniority and the maximum number of such requests shall be granted in accordance with the provisions of Section 5 and 6.

8. Newly hired employees shall be granted one-half (1/2) day of personal leave after each full calendar month of employment to a maximum of three (3) days during the remainder of the calendar year in which he/she is employed.

9. Employees must use all personal leave days by December 15.

ARTICLE XIII. LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted to permanent employees at the sole discretion of the County Executive, for a period not to exceed three (3) months at any one time, however, requests for leaves of absence without pay for medical reasons will not be arbitrarily or capriciously denied where appropriate documentation is provided. A permanent employee means an employee who has acquired a Civil Service permanent status in his position after the satisfactory completion of a working test period. A leave of absence may subsequently be renewed for additional three (3) month periods, not to exceed one (1) year.

2. A written request from the employee setting forth the reasons why leave is desired and the dates for commencing and terminating of the leave shall be submitted to the County Executive no later than thirty (30) days prior to the commencement date of such leave except in the event of personal emergency. No leave of absence without pay shall become effective without prior approval of the County Executive.

3. Employees granted a leave of absence without pay shall have their sick and vacation leaves prorated in accordance with Civil Service Rules and Regulations.

4. It is agreed and understood that employees granted a leave of absence without pay shall not receive any fringe benefits granted under the terms of this Agreement and such employees will be personally responsible for the continuation in force of any insurance or pension.

5. At the end of such leave, if granted, the employee will be entitled to return to work in the same job title, without loss of previously accrued seniority.

6. If an employee wishes to return from leave prior to the expiration date he must notify his supervisor in writing one month prior to the desired date of return and must receive the approval of the Department Director before returning to work.

ARTICLE XIV. UNIFORM ALLOWANCE

1. In 1984 , a one hundred dollar (\$100.00) uniform allowance shall be paid to each nurse in two equal installments in May and November.

2. In 1985, a one hundred and fifty dollar (\$150.00) uniform allowance shall be paid to each nurse in two equal installments in May and November.

3. In 1986, a two hundred dollar (\$200.00) uniform allowance shall be paid to each nurse in two equal installments in May and November.

ARTICLE XV. INSURANCE BENEFITS

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

2. Professional nurses become covered at the completion of ninety (90) days of employment, provided the employee works more than twenty (20) hours per week. Eligibility for hospitalization, Medical-Surgical and Major Medical Insurance is the same.

3. (a) These benefits provide coverage for the professional nurse, his or her spouse and any dependants eligible under the health insurance contract. Upon retirement, a professional nurse who is a member of PERS and who was covered by life insurance while actively employed and had ten (10) or more years of service credit after 7/1/71 shall have life insurance coverage of three-sixteenths (3/16ths) of his/her last years' salary.

(b) Upon retirement, a professional nurse who is a member of the Employees Retirement System (local fund) may join the N.J. Blue Cross/Blue Shield group program through the N.J. State Health Benefits Plan and pay the group premium. In addition, these retirees, may, if they so desire, be covered by a \$2000. life insurance policy by paying the group rate which would be deducted from their pension benefit check.

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

5. The County reserves the right to change, with notification, the manner in which health benefits are provided as long as such benefits are not reduced.

ARTICLE XVI. NON-DISCRIMINATION

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

2. The County agrees not to interfere with the right of employees to become members of the Association. 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 Association membership or non-membership in the Association or because of any lawful activity by such employee permissible under law or this Agreement on behalf of the Association. The Association, 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 Association.

3. The Association agrees to be responsible for representing the interests of all Professional Nurses at each of the Employing Units and Facilities without discrimination with regard to race, color, national origin, religious affiliation, sex or marital status, and without regard to Association membership.

4. In accordance with applicable law, the County, either in hiring, promoting, advancing, or assigning jobs, or any other term or condition of employment, agrees not to discriminate against any Professional Nurse because of race, color, national origin, religious affiliation, sex or marital status.

ARTICLE XVII. OTHER POLICIES OF THE COUNTY AND THE ASSOCIATION

1. A copy of the Personnel Policies and Regulations shall be issued to each Professional Nurse covered by this Agreement.

2. With reference to direct patient care, registered professional nurses shall only be held accountable for supervisory instructions received from other professional nurses or physicians. In other instances, other managers can give supervisory instructions.

3. The County agrees to pay the Union \$15,000 in July 1985, and \$20,000 in July 1986, for a Special Employee Development Fund. 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 funds' operation.

ARTICLE XVIII. STAFF DEVELOPMENT

Within the limitations of financial and manpower resources, the employer shall maintain:

1. A planned orientation program; and
2. An organized program of in-service education (which shall not be a required responsibility during non-duty hours).

ARTICLE XIX. TUITION EDUCATION BENEFITS/CONTINUING EDUCATION

A. TUITION

The County agrees to reimburse employees for tuition for up to twelve (12) credits per calendar year for job related courses at an accredited college or university with the prior written approval of the Unit Manager, Division Director, and Department Director and proof of receipt of a grade of "C" or better (or pass if pass/fail). In exchange for tuition reimbursement, the employee must sign a two (2) year commitment to remain employed at Essex County in a professional nurse capacity, or repay all tuition earned up to that point. Provisions of this clause

apply to courses taken on the employee's own time. The two (2) year committment will commence at the completion of the last course taken by the employee. The maximum amount to be expended is as follows:

1. 1985

Seven thousand dollars (\$7000.) for tuition reimbursement.

2. 1986

Seven thousand dollars (\$7000.) for tuition reimbursement.

The County agrees to pay a total of one thousand dollars (\$1000.) for the purpose of resolving outstanding claims by two Geriatric Center employees.

B. CONTINUING EDUCATION

For 1985, three thousand dollars (\$3000) will be available for continuing education and for 1986, three thousand dollars (\$3000) will be available for continuing education.

ARTICLE XX. MERIT PAY PROGRAM

The Merit Pay Program set forth in the 1981-1983 contract will continue for the July 1, 1983 - June 30, 1984 and the July 1, 1984 - June 30, 1985 evaluation periods.

Effective for the July 1, 1985 - June 30, 1986 evaluation period, the following program shall be operative:

I. INTRODUCTION

Each employee will be evaluated on an annual basis as a means of establishing accountability for responsibilities.

II. PROCEDURE

A. Initial Interview

The purpose of the initial interview will be to inform employees of what they are expected to do by developing a Performance Agreement using Objectives established by Management.

B. Performance Evaluation

The rating interview will be held once per year to review and evaluate the employee's job performance. The employee and his/her immediate supervisor will be present at these interviews.

III. IMPLEMENTATION OF PROGRAM

Performance evaluations and recommendations will be made in accordance with the Performance Evaluation Form, Parts A and B. Evaluations as regards specific objectives will be graded utilizing the following categories:

- O - Excellent
- G - Good
- S - Satisfactory
- U - Unsatisfactory

1. No more than fifty percent (50%) of the Objectives are to be weighed as Essential. No less than ten percent (10%) nor more than twenty-five percent (25%) of the objectives are to be weighed as Desirable.

2. Agreement is then signed and dated by employee and supervisor at the start of the evaluation period, indicating that both understand the objectives on which the employee is to be evaluated.

3. At the end of the evaluation period, the supervisor indicates the performance on each objective by checking the appropriate box.

4. Weights are multiplied by the number corresponding to each level of performance and the products of those numbers are added together and divided by the total number of objectives to determine the final rating.

22 or above	Excellent
16 - 21	Good
10 - 15	Satisfactory

5. Evaluation is then signed and dated by employee and supervisor indicating that the evaluation has taken place.

IV. ELIGIBILITY

Employees at the maximum of the salary range for their title can qualify for a Lump Sum Bonus. Employees not at maximum of the salary range for their title can qualify for a Base Adjustment.

V. COMPENSATION

Employees At Maximum Pay

Excellent \$400.00

Good \$300.00

Satisfactory \$200.00

Unsatisfactory 0

Employees Not at Maximum Pay

Excellent \$1000.00

Good \$ 700.00

Satisfactory \$ 500.00

Unsatisfactory 0

VI. NON-ELIGIBILITY

An employee does not qualify for a Merit Payment if:

I. He/she is Sick more than ten (10) days without documentation.

2. He/she is tardy a combination of more than ten (10) times and 150 minutes.
3. He/she is absent more than one-third of the evaluation period.
4. He/she receives an Unsatisfactory rating.
5. He/she is suspended during the evaluation period.

VIII. APPEAL MECHANISM

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

ARTICLE XXI. PERSONAL PROPERTY

The County is not responsible for any loss of employees personal property. However, if personal property on the body of an employee is destroyed while performing his/her duties while complying with security and procedural rules and regulations of the employing unit or facilities then the employee will be reimbursed for the cost of the damaged item by an evaluation at the time of loss.

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

The parties will continue to discuss the issue of employee lockers.

ARTICLE XXII. PERSONNEL FILES

1. The employee shall have the right to review his/her Personnel File during regular business hours, provided the employee calls first to arrange for an appointment.

2. Such a review shall take place in the presence of a representative of the employer.

3. In the event an employee desires copies of any material in the file, the employer shall make such copies at the prevailing charge for such services.

ARTICLE XXIII. LABOR-MANAGEMENT PEACE AND STABILITY

1. Inasmuch as this Agreement provides machinery for the orderly resolution of disputes through the procedures outlined in Article XXIV of this contract, the County and the Association recognize their mutual responsibility to provide for uninterrupted services.

2. The County and the Union agree that there shall be no strikes or no lockouts during the life of this Agreement.

ARTICLE XXIV. GRIEVANCE PROCEDURE

1: Scope: Every grievance shall be adjusted as stated in this Article..

2: Definition A grievance shall be defined as a dispute concerning the application or interpretation of specific provisions of this Agreement.

3: Group Grievance A grievance which affects a substantial number of class of employees or on behalf of the Association may be presented initially to the Department Head, without the necessity of complying with the preceding steps. Such grievances may only be presented by the Association.

4: Time Limitation: Alleged grievances must be presented within ten (10) working days of the date the employee received notice of the event or occurrence giving rise to the grievance or they will be barred.

STEP ONE: (a) A grievance shall be presented on an appropriate form to the employee's unit director of the employee's facility. The grievance shall be presented in writing and the grievant, Association representative and the Director or designated representative shall meet to discuss the grievance within five (5) working days of its initial presentation. The Director or designee shall provide a written response to the grievance within seven (7) working days of its presentation.

(b) In the event the grievance is denied or no response is timely made by the Director, the grievance shall be deemed denied.

STEP TWO: (a) In the event the grievance is not resolved within seven (7) working days of its presentation at Step One, then the grievant shall have five (5) working days to appeal in writing to the Department Head.

(b) The Department Head shall respond in writing within seven (7) working days of the presentation of the grievance.

STEP THREE: (a) In the event the grievance is not resolved at Step two, the Association, and only the Association may submit the dispute to arbitration.

(b) Notice of Intent to request arbitration shall be given in writing by the Association to the Department Head and the County Executive within ten (10) working days of the Department Head's response at step two.

(c) The Association shall submit the matter to the New Jersey State Board of Mediation for the selection of an arbitrator pursuant to its rules.

(d) The arbitrator shall have no power to add to, subtract from, or alter the language of this Agreement. The arbitrator shall have no power to make an award inconsistent with the law, and shall render an award and opinion only on the interpretation of the clause of the Agreement involved.

(e) The arbitrator's decision shall be binding on all parties on matters regarding violations of the contract.

5: General Provisions:

(a) No prejudice shall attend any party or person for filing or participating in this procedure.

(b) The parties will cooperate in investigating and providing relevant information concerning a grievance in process.

(c) There shall be no loss in pay for the grievant and one Association representative for time spent while scheduled for duty while presenting the grievance at any step of the procedure.

(d) The costs of the services by the arbitrator shall be shared equally by the parties.

ARTICLE XXV. DISCIPLINE

A. The County agrees to use the progressive disciplinary procedure. Serious breaches of discipline may require immediate suspension or dismissal rather than counselling, warning, or written warning.

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

3. The employer will have the right to discharge, suspend, or discipline the employee for just cause according to Civil Service Rules and Regulations. Cause includes, but is not limited to, the following:

- a. neglect of duty;
- b. incompetency or inefficiency;
- c. incapacity due to mental or physical impairments;
- d. conduct unbecoming an employee in the public service;
- e. insubordination or serious breach of discipline;
- f. disorderly or immoral conduct;
- g. chronic or excessive absenteeism;
- h. intoxication while on duty;
- i. negligent or willful damage to public property or waste of public supplies;
- j. willful violation of any of the provisions of the Civil Service statutes, rules or regulations, or other statutes relating to the employment of public employees;
- k. conviction of any criminal act or offense;
- l. use or attempt to use one's authority or influence to control or modify the political action of any person in the service or engaging in any form of political activity during working hours.

4. When a professional nurse is summoned to the unit director's office or the office of the administrator of the health facility in which he/she is employed, for the purpose of discipline, he/she has the right to be informed of the

meeting and of the charges against him/her, and the right to be represented at such meeting by the Unit Representative, which right may be waived in writing, by the professional nurse.

ARTICLE XXVI. EXTENT OF COUNTY LIABILITY

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

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

ARTICLE XXVII. ASSOCIATION NOTIFICATION

1. The employer shall notify the Association in writing no later than ten (10) days prior to the implementation of any new rules or the modification of any existing rules governing working conditions.

2. In January and July of each calendar year of the Agreement, the employer will forward to the Association a seniority list setting forth the names, job titles, dates of hire, address, and base salary of all employees who are members of the bargaining unit.

ARTICLE XXVIII. PAY PRACTICES

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

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

3. Upon two (2) weeks advance request of the individual employee, vacation pay will be paid on the payday prior to the start of the vacation period, without excessive deductions.

4. The County will institute a payroll holdback for all employees which shall not exceed one (1) week. The procedure shall be consistent with that employed on a County-wide basis. The method used to hold back five days pay will be to move the payday forward one business day for each of five (5) consecutive pay days. Each employee shall be notified prior to the implementation of the holdback procedure. This may result in a payment schedule which will not conform with Section 1 of this Article.

ARTICLE XXIX. DUES DEDUCTION

1. The County agrees to deduct dues as set by the Union, from the wages of an employee covered by this Agreement, pursuant to the existing statute as amended, provided at the time of such deduction there is in possession of the

County a current written assignment, individually and voluntarily executed by the employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the County.

2. The County shall not be obligated to make dues deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

3. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County notice of the change at least thirty (30) days prior to the effective date of such change.

4. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the County for purpose of complying with any of the provisions of this Article.

ARTICLE XXX. NEW POSITIONS

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

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

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

ARTICLE XXXI. RESIGNATION AND TERMINAL BENEFITS

1. Resignation: An employee who is terminated by resignation will give the employer four (4) weeks written notice, such notice to run from the date the letter arrives in the Unit Director's Office, or forfeit terminal benefits. Said terminal benefits shall consist of all holidays, vacations, and personal days due calculated on a prorata basis of the employee's resignation date.

2. Terminal benefits: Employees who are permanently laid off for other than disciplinary reasons will receive as a terminal allowance: (a) forty-five (45) calendar days' notice of such layoff or compensation to the extent such notice is deficient and; (b) all holidays, vacation days, and personal days, due on a prorated basis as of the employee's termination date.

ARTICLE XXXII. SEVERABILITY

Should any part of this Agreement or any provisions 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 XXXIII. LONGEVITY

The longevity increment program formally in effect will be continued for all permanent employees on the payroll as of December 31, 1974, but is discontinued and non-applicable to all employees hired after December 31, 1974.

All longevity increments due on or after January 1, 1976, shall be calculated on the basis of the regular salary increment in effect on December 31, 1975, and shall not be thereafter modified.

Effective January 1, 1976, inequity in longevity payments will be eliminated over a five (5) year basis by increasing an affected employee's longevity increment to the extent of twenty percent (20%) of said inequity in each of the aforesaid five (5) years.

Longevity increments will be paid as heretofore, namely beginning with the pay period following the anniversary date of employment.

ARTICLE XXXIV. ASSOCIATION RIGHTS DURING NEGOTIATIONS

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

ARTICLE XXXV. RESIDENCY REQUIREMENT

In accordance with Freeholder Resolution #36454, dated September 14, 1978, unless otherwise provided by law, all officers and employees hired by County of Essex after September 14, 1978, are to be bona fide residents of Essex County. A bona fide resident is a person having a permanent domicile within the County of Essex, and one which has not been adopted with the intention of again taking up or claiming a previous residence acquired outside of the boundaries of the County of Essex.

All non-residents appointed to positions or employment in County of Essex shall become bona fide residents of the County within one year, unless hired to fill positions which have been designated as hard to recruit positions. Additionally, when all other measurable criteria are equal, the County shall give preference to promotions to officers and employees who are bona fide residents of the County over non-residents hired after September 14, 1978.

ARTICLE XXXVI. DURATION

The term of this Agreement shall be three (3) years terminating on December 31, 1986.

The terms and conditions of this Agreement shall become effective on the 1st day of January, 1984, and shall remain in full force and effect until 12:00 midnight on December 31, 1986. The parties agree to enter into negotiations leading to a renewal of this Agreement no later than the 120th day immediately preceding the termination date of this Agreement unless such date is a Saturday, Sunday, or holiday, in which event negotiations shall commence on the next succeeding day.

SCHEDULE A

GRADUATE NURSE (18153 - 22451)

	<u>MINIMUM</u>	<u>MAXIMUM</u>
1984	19242	23798
1985	20397	25226
1986	21417	26487

HEAD NURSE (19164 - 24449)

ASSISTANT HOSPITAL UTILIZATION REVIEW COORDINATOR

HEAD CLINIC NURSE

	<u>MINIMUM</u>	<u>MAXIMUM</u>
1984	20314	25916
1985	21533	27471
1986	22610	28845

SUPERVISOR OF NURSES (20304 - 26484)

INFECTION CONTROL COORDINATOR NURSE

HOSPITAL UTILIZATION REVIEW COORDINATOR

	<u>MINIMUM</u>	<u>MAXIMUM</u>
1984	21522	28073
1985	22813	29757
1986	23954	31245

INSTRUCTOR OF NURSES (21587 - 28343)

	<u>MINIMUM</u>	<u>MAXIMUM</u>
1984	22882	30044
1985	24255	31847
1986	25468	33439

CLINICAL SPECIALIST, NURSING (22915 - 30204)

	<u>MINIMUM</u>	<u>MAXIMUM</u>
1984	24290	32016
1985	25747	33937
1986	27034	35634

New employees shall be hired at other than the starting salary as follows:

- 1st Step Any new employee who has functioned as a registered nurse for one to three years within the last five years preceding her employment by the County. Employees hired after May 1, 1985, who have a baccalaureate degree will be hired at Step 1.
- 2nd Step Any new employee who has functioned as a registered nurse for three to five years within the last seven years preceding her employment by the County.
- 3rd Step Any new employee who has functioned as a registered nurse for five or more years within the last ten years preceding her employment by the County.

A step is calculated as 1/5 the difference between the minimum and maximum of the current salary range for a title.

SCHEDULE B

ALL SHIFTS

1. Wards (70), 72, 74, 76
2. Wards 53, 54, 55, 56, 58, 31
3. Wards 25, 32, 57, 28, 80, 82, Central Service, Clinics
4. Wards 13, 15, 17, 19, 21, 23, 60, 62

Alternate Supervisors

- 7 - 3: 5
- 3 - 11: 4
- 11 - 7: 4

