

R-93-0479
9-29-93

AGREEMENT

Between:

THE COUNTY OF ESSEX

-and-

THE SHERIFF'S SUPERIOR OFFICERS' ASSOCIATION

JANUARY 1, 1992 - DECEMBER 31, 1994

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ARTICLE I. PURPOSE

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

ARTICLE II. RECOGNITION

1. The County of Essex (hereinafter called "County") recognizes the Sheriff's Superior Officers' Association (hereinafter called "Association" or "Union") as the exclusive bargaining representative of all Sheriff's Superior Officers, including Sergeants, Lieutenants, and Captain employed by the Essex County Sheriff's Office, and excluding all other employees.

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

ARTICLE III. WORK SCHEDULES AND OVERTIME

1. Overtime at the rate of time and one half shall be paid whenever any employee works more than 8 hours per day, the 8 hours including lunch, or 40 hours per week of credited time. In the event that an employee has exhausted his credited leave time, he shall not be paid overtime until he has worked 40 hours of credited time during the scheduled 40 hours work week. Any stipend heretofore provided for overtime work shall not be continued after the changeover to the 8 hour work day on January 1, 1985.
2. The normal work day for all personnel shall be eight (8) hours a day inclusive of the one-hour lunch period, and the normal work week shall be 40 hours per week. Only overtime which is approved and verified by a supervisor will be paid.

3. Any employee who works a weekend assignment shall receive one day off in the following week plus one-half in pay for each day worked, or time and one-half in pay for each day worked, at the discretion of the Sheriff.
4. Overtime pay shall be paid no later than the second pay day of the month following the submission of the voucher for the overtime worked. Effective April 1, 1991, no claims for overtime shall be made for any time worked which amounts to less than a 30 minute period.
5. Compensatory overtime option. Effective April 1, 1991, overtime shall be paid in cash or compensatory time at the rate of time and one-half in accordance with the following procedure:

The employee shall have the option as to whether overtime shall be paid in cash or compensatory time and shall notify his/her commanding officer in writing of the decision at the completion of such overtime and shall indicate same on the overtime report upon submission.

Any employee may accumulate no more than eighty (80) hours of overtime to be banked as compensatory time.

For all hours in excess of eighty (80) hours of overtime pay, the employee shall receive only paid overtime compensation.

Any compensatory time not utilized by the employee during the calendar year in which it is earned shall be paid to him pursuant to the paid overtime compensation provision of this agreement.

This agreement is not retroactive or applicable to compensatory time recorded prior to April 1, 1991.

6. In the event, for any reason that the scheduled work week or conditions of payment for weekend assignment are changed and/or modified for employees represented by Essex

County Sheriff's Officers New Jersey State
 Policemen's Benevolent Association, Local
 183 to be a seven day work week absent the
 denotation of weekend assignment, the County
 at its option may reopen this contract for
 further negotiations with regard to the
 scheduled work week and/or conditions of
 payment for weekend assignment provided in
 this Article.

7. An Officer whose regular shift commences
 after 5:00 p.m. shall receive a shift
 differential of seventeen and one-half cents
 (\$.175) per hour.

ARTICLE IV. LONGEVITY

1. The longevity increment program will be continued in effect for all
 permanent employees on the payroll as of December 31, 1974, but will be
 discontinued for all employees hired after December 31, 1974.

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

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

ARTICLE V. SALARIES

The salary schedule for the term of this Agreement shall be as follows:

SERGEANT

	<u>1/1/92</u>	<u>7/1/93</u>	<u>7/1/94</u>
STEP 1	42,523	45,074	47,778
STEP 2	43,198	45,789	48,536
STEP 3	43,873	46,504	49,294
STEP 4	44,548	47,220	50,053

LIEUTENANT

	<u>1/1/92</u>	<u>7/1/93</u>	<u>7/1/94</u>
STEP 1	46,776	49,583	52,558
STEP 2	48,261	51,151	54,227
STEP 3	49,746	52,731	55,896
STEP 4	51,232	54,306	57,564

CAPTAIN

	<u>1/1/92</u>	<u>7/1/93</u>	<u>7/1/94</u>
STEP 1	53,794	57,022	60,443
STEP 2	55,502	58,832	62,362
STEP 3	57,210	60,642	64,281
STEP 4	58,917	62,452	66,199

All retroactive pay will include overtime pay and will be paid within thirty (30) days upon approval of this Agreement by the Essex County Board of Freeholders, the Sheriff and the Association.

1. Employees shall move to the next higher step on each promotional anniversary date. Each employee shall thus achieve maximum salary in not more than four (4) years.
2. Retroactive salary increases shall be paid to all permanent employees who retired during the years 1992 and 1993, pro-rated to the date of retirement.
3. All employees promoted after the date of this Agreement shall receive a salary equal to one of the steps set forth above.
4. Employees covered by this Agreement must be placed in one of the above steps.

ARTICLE VI. MERIT PAY

The Merit Pay Plan is eliminated after the 1989 payment.

ARTICLE VII. HOLIDAYS

Section 1: The days listed in Schedule A shall be recognized as paid holidays.

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

Section 3: Employees shall receive compensatory time at the straight time base rate when working listed holidays, inclusive of other differentials or payments based on his regularly scheduled work day.

Section 4: It is expressly understood that the County may require any employee to work on any holiday in the event the nature of the work so requires.

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

Section 6: If a holiday is celebrated on an employee's regularly scheduled day off or during a vacation, the employee shall be entitled to an additional day off to be scheduled at a future date.

Section 7: Special Time Off: In the event an employees covered by this Agreement is required to work on a legal holiday or a day declared to be a holiday by the Board of Chosen Freeholders of the County of Essex, the President, Congress or the Governor, the employee shall be compensated for such hours worked as outlined in this Agreement.

ARTICLE VIII. VACATIONS

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

a) During the first twelve months of employment, one working day's vacation for each month completed.

b) During the second through fifth years of employment, twelve working days.

c) During the sixth through fifteenth year of employment, fifteen working days.

d) During the sixteenth through twentieth year of employment, twenty working days.

e) During the twenty-first year and thereafter, twenty-five (25) working days.

2. In scheduling requested vacation periods, seniority shall prevail as per past practice. The scheduling of any vacation request is subject to the approval of the Sheriff and the manpower needs of the Agency.

3. Vacation time must be utilized in the year in which it is earned except in the event the employee's request is refused by reason of the manpower needs of the Agency. In the latter event, vacation time may not be accrued beyond the next calendar year. However, employees with more than five (5) years of continuous service may carry over one (1) year's vacation or part thereof on condition that all vacation leave is utilized in the succeeding year. This shall not prevent employees from continuing the practice of year end vacations.

4. Vacations must be taken in segments of no less than five (5) days - unless approved by the Sheriff.

5. Part-time and seasonal employees are not eligible for any vacation benefits.

6. Holidays falling within a scheduled vacation period shall not be lost by the employee and may be taken at a later time subject to the advance approval of the Sheriff.

7. 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.

8. In the event the employee is suspended in excess of five (5) working days in any calendar year, then 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.

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

10. In the event an employee is on an unpaid leave of absence due to injury or illness, vacation shall not be prorated in the subsequent year of employment on condition that the employee was not subject to disciplinary action under the sick leave administration program then in effect.

11. An employee celebrating the fifth, fifteenth, or twentieth anniversary will be granted the additional vacation during the year in which he reached the anniversary date.

ARTICLE IX. HOSPITALIZATION, MEDICAL-SURGICAL & MAJOR MEDICAL INSURANCE

1. Hospitalization and Medical-Surgical (Blue Cross and Blue Shield) and Major Medical Insurance shall be paid for by the County except as set forth below. The insurance and premium payment therefore shall cover the employee, his spouse and any dependent members of this family, under the age of 23 years, living at the employee's home, except as set forth below. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those provided by the County on December 31, 1979. Effective thirty (30) calendar days after ratification of this agreement by the Essex County Board of Chosen Freeholders, the County of Essex shall have the right to implement the following:

(a) Pre Admission Review, as set forth in Schedule B, attached hereto and made a part hereof;

(b) Second Surgical Opinion, as set forth in Schedule B;

(c) Twenty (20%) Percent Co-pay for Dependent Coverage only:

(1) This coverage will apply to "New Hires Only". For the purpose of this provision "New Hires" shall be defined as employees hired after the signing of the Contract by both parties. All employees working for the County on the date of the signing of the contract by both parties will be considered "vested" in the current health care coverage and will not be required to pay a 20% co-pay for dependent coverage even if any one is laid off after the signing of the contract and then rehired by the County.

(2) The twenty (20%) percent co-pay will be capped at the applicable 1993 rate (for employee/child, employee/spouse, and family). The County will supply certification of 1993 rates which will be subject to challenge by the Union as to accuracy.

2. A prepaid Drug Prescription plan paid for by the County shall be continued in effect. The County reserves the right to select the insurance carrier who shall provide such benefits. Effective thirty (30) calendar days after ratification of this agreement by the Essex County Board of Chosen Freeholders, the County of Essex shall have the right to implement the following:

- (a) one dollar (\$1.00) co-pay for generic drugs; and
- (b) five dollar (\$5.00) co-pay for non-generic drugs.

3. Upon retirement, an employee who is a member of the Essex County Pension Program may continue his New Jersey Blue Cross-Blue Shield insurance, or its successor's insurance, and \$4,000.00 life insurance by paying group rate premiums therefor.

4. The County may change insurance carriers or become self-insured, so long as it does not reduce existing benefits.

5. In the event that any other Essex County employee organization shall receive a dental insurance program, either voluntarily or by arbitration award, this Agreement may be reopened for further negotiations concerning this benefit upon request of the Union.

6. Effective January 1, 1998, there shall be an employee development fund available for qualifying retirees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions.

A. Eligibility: Employees must have been actively employed for the County of Essex on or after January 1, 1987; and must retire on either a disability pension or after 25 years or more service in police service, the last ten (10) of which shall be with the County, or retire and reach the age of 62 years or older with at least 15 years of service with the County. This benefit will only be provided for those retirees meeting the aforesaid eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

B. Fund: This fund shall become effective January 1, 1988, payments from the fund shall be made on December 31st, if the qualifying retiree has submitted acceptable proof of purchase of health insurance for that calendar year. The County shall be obligated to pay a maximum of \$600.00 per year per qualifying retiree, unless the cost of the health insurance purchased by the retiree is less, in which case the payment from the fund shall be in the same amount.

In no event, however, shall the total contribution by the County to all qualifying retirees exceed half of one percent of the total base salaries paid to all sheriff's officers covered by the terms of this agreement, during any calendar year in which this plan is in effect.

In the event that the amount of this stipend is reduced or even eliminated in subsequent agreements, the change in practice shall apply to those persons already retired.

C. Duration: This stipend for those retirees who qualify, shall only be provided until the eligible retiree reaches age 65.

7. With regard to Paragraphs 1 and 2 of this article, the County shall provide written notice to the Union President of the implementation of Pre-admission Review, Second Surgical Opinion and the increased Drug Co-Pay.

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

ARTICLE X. GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

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

1. A misinterpretation, misapplication or violation of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contract grievance" and shall include disciplinary action; or

2. Inequitable, improper, unjust application, misinterpretation or violations of rules or regulations, existing policy, or orders applicable to the Sheriff's Department, which shall be processed up to and including the Sheriff or his designee, and shall hereinafter be referred to as a "non-contractual grievance."

C. Presentation of a Grievance

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 two (2) union representatives who are employees of the County at the appropriate step.

D. Steps of the Grievance Procedure

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

Step 1:

a) Grievances arising solely from actions taken by the County Executive shall be filed by the Association with the County Administrator with a copy to the Sheriff.

b) Grievances arising solely from actions taken by the Sheriff or his staff shall be filed by the Association with the Sheriff.

c) The grievance shall be filed in writing to the appropriate official with a copy of the grievance to the Labor Relations Office within thirty (30) calendar days of the occurrence of the grievance. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

d) The appropriate official shall render a decision in writing within fifteen (15) calendar days after receipt of the grievance. Failure to respond within the said fifteen (15) days shall be deemed to be a denial of the grievance.

Binding Arbitration

1. In the event the grievance is not resolved or no response is given within the time provided at Step 1, the grievance may be referred to binding arbitration only if each and every one of the following conditions is met:

a) the request for arbitration shall be filed in writing with the State Board of Mediation with copies to the County Executive and the Sheriff;

- b) the Association and only the Association may file for arbitration;
- c) the request for arbitration must be filed within twenty (20) calendar days of the response or time for response at Step 1;
- d) the grievance is a contract grievance within the meaning of Section B.1 of the Article.

2. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The Association's decision to submit a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.

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

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

5. 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.

6. The parties shall meet at least twenty (20) calendar days prior to the date of the arbitration hearing to attempt to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing. The failure to have such a meeting shall not affect the scheduled date of the arbitration hearing.

7. 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.

8. 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.

9. The costs of the services and expenses of the arbitrator shall be borne equally by the County and the Association. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

10. The hearings shall be conducted in accordance with the rules of the New Jersey State Board of Mediation.

11. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after selection and issue the opinion and award within a reasonable period of time after the close of the hearing.

12. The filing of a grievance shall not stay any disciplinary action.

13. The parties may mutually agree in writing to extend any time limit at any Step of this procedure.

14. The Union's failure to submit a grievance shall not constitute a waiver or estoppel as to the Union's right to grieve subsequent grievances.

ARTICLE XI. NO STRIKE PLEDGE

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

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

3. The Union 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 to 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 entitled 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.

ARTICLE XII. MANAGEMENT RIGHTS

Management agrees that the rights of the Union are specifically listed within the contract, that all subjects not specifically listed herein are retained by Management and that the Union further agrees to waive its right to

grieve concerning the contemplation, approval, application, implementation or adoption of any Management right.

ARTICLE XIII. SICK LEAVE

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

2. The Agency may require a supporting certificate from the employee's attending physician for any period of absence chargeable to sick leave.

3. Part-time and 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. During the first twelve (12) months of employment, sick leave shall be earned at the rate of one (1) day per month or twelve (12) days. Thereafter sick leave shall be earned and accumulated at the rate of fifteen (15) days annually.

6. Unused sick leave shall accumulate without limitation.

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

8. If any employee becomes disabled (physically incapable of performing his duties) either through injury or illness as a result of or arising from his employment, such employee shall not be required to utilize the sick leave allowable under Paragraph 5 hereof during said period of disability as set forth in Section 9.

9. Any such employee who is disabled either through injury or illness as a result of or arising from his employment shall be entitled to special leave of absence with full pay for the period during which such employee is paid temporary compensation payments under the provisions of the Workmen's Compensation Laws of the State of New Jersey, provided, however, that such special leave of absence with full pay shall not exceed 260 working days in connection with any one disability.

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

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

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

ARTICLE XIV. 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 8.

2. Except in the event of personal emergency or 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 and may be taken in conjunction with other types of paid leave.

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

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 is employed.

9. Effective upon ratification of this agreement by the Essex County Board of Chosen freeholders, up to three (3) bereavement days, non-cumulative with pay, per death shall be provided for death in the immediate family with proper verification. "Immediate family" shall mean the following: parent of employee or spouse, sibling of employee or spouse, child of employee or spouse, spouse of employee, guardian of employee or spouse, grandparents of employee or spouse.

ARTICLE IV. JURY DUTY LEAVE

Section 1: Each regular, full-time, permanent employee in full pay status actively at work performing assigned duties who loses time from his job

because of jury duty certified by the Clerk of the Court, shall be paid by the County the difference between his regular daily rate of pay and monies received from the Court up to a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:

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

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

ARTICLE XVI. TERMINAL LEAVE

1. Upon ordinary service retirement each employee shall receive one (1) day's pay at the then prevailing rate for each five (5) days of accumulated unused sick leave not to exceed a total sum of forty-five (45) days' salary.

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

ARTICLE XVII. LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted to permanent employees, at the sole discretion of the Sheriff, for a period not to exceed six (6) months at any one time. The granting or refusal of such leaves (except where the request arises by reason of illness or injury) will not be subject to the grievance procedure.

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 Sheriff 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 be come effective without prior approval of the Sheriff.

3. Employees granted a leave of absence without pay shall have annual sick leave and vacation leave credit each reduced on a pro-rated 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. It is agreed and understood that employees granted a leave of absence 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 program.

ARTICLE XVIII. PAY PRACTICES

1. Employees will be paid by check every other week on a Friday. Payment will be made during the regular working hours. This provision shall be superceded by Section (4) of this Article.

2. When payday falls on a holiday, employees will be paid on the day preceding 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 implement a one (1) week payroll holdback. The procedure for such holdback shall be consistent with the employed on a County-wide basis.

ARTICLE XIX. SEPARATION OF EMPLOYMENT

Section 1: Upon discharge, the employee will receive no later than the next pay period all monies to which he is entitled, that is, wages,

compensatory time, pro-rated personal or administrative leave days and pro-rata vacation pay.

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

ARTICLE XX. EMPLOYEE LIABILITY

Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the County shall assume responsibility for, or defray the cost of, such action as set forth below.

PROCEDURES

An employee who feels he/she may be entitled to the protection granted hereunder shall notify the County Counsel, in writing, within one (1) week of receipt of the summons or complaint, or indictment, or any other document indicating that a legal proceeding has been instituted against the employee. Such notification must advise the County Counsel that the employee has received these documents, that the employee feels he/she is entitled to coverage pursuant to this Agreement, and must also include, as an attachment, a copy of the summons and complaint, or indictment, together with any other documents received, plus a copy of any and all reports filed by the employee concerning the incident underlying the legal proceeding. Failure of the employee to comply with this requirement shall constitute a waiver on the part of the employee of any claim against the County for reimbursement of the costs of defending the action.

The County Counsel shall review the documents provided by the employee and determine if the employee is entitled to coverage hereunder. If the County Counsel determines that the employee is entitled to coverage, the County Counsel will then determine if the County Counsel shall provide the defense of legal proceeding, or if the defense must be provided by private counsel. In the event County Counsel determines that the employee is entitled to counsel pursuant to this Agreement, but the County Counsel is unable to provide the employee with a defense to the legal proceeding, the employee will be advised by the County Counsel to retain private Counsel to represent him/her in the legal proceeding, such private counsel to be compensated according to the terms set forth below. In this circumstance, the employee shall direct the private counsel selected to contact the County Counsel in order to make an agreement concerning the fee arrangement of the representation.

In the event the County Counsel determines either that the acts giving rise to the legal action do not entitle the employee to private counsel or to have his/her expenses defrayed under this provision, or that the County does not have sufficient information to make this determination prior to termination of legal proceeding, then, if the employee wishes to preserve his/her right to later challenge such decision, or to apply for reimbursement, the employee shall direct his/her attorney to contact the County Counsel in order to make an agreement concerning the terms of potential reimbursement. In no event shall private counsel be paid unless the County Counsel has agreed to a reimbursement rate for his/her services in writing prior to the performance of those services, and private counsel has agreed in writing to work according to the terms specified below.

Private attorneys employed pursuant to this provision will be paid either a lump sum fee, as set forth below, or at a rate not exceed \$45.00 per hour of attorney time. In the event that an hourly rate is agreed to, the attorney shall keep accurate and complete records of the hours spent on the case (to include the date and nature of services performed with regard to all time) from the outset of the case, and shall submit an affidavit of services to the County Counsel at the conclusion of the case setting out that detailed time information. No payment will be made by the County unless this detailed affidavit of services is submitted. The County Counsel shall review this affidavit and authorize payment if he determines that the requirements of this section have been met. The County Counsel may disapprove of any payment 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.

In the alternative, if the employee, his/her attorney, and County Counsel agree that a reasonable fee can be established in advance, then the parties may enter into an agreement reflecting the lump sum to be reimbursed in the event that the County is deemed liable, the bases for said sum, and the records to be maintained by the attorney in connection with the case. As a convenience to employees, the County Counsel will make an effort to maintain a list ("pool") of private attorneys who are available to be retained by employees at a rate of \$45.00 per hour.

ARTICLE XXI. 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 recognizes its responsibility as exclusive collective bargaining representative.

ARTICLE XXII. DUES DEDUCTION

Section 1: The County agrees to deduct dues for the Union from the wages of an employee covered by this agreement, pursuant to the existing statute as amended, provided at the time such deduction there is in possession of the County a current written agreement 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.

Section 2: The County will deduct the current union dues from the pay of the employee(s) on a bi-weekly basis provided that if an employee has no pay coming for such a pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the pay of employee(s) in any one month only dues incurred while an individual has been in the employ of the County and only such amounts becoming due and payable in such month.

Section 3: In the event that a refund is due any employee for any sums

deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 4: If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the county notice of the change at least thirty (30) days prior to the effective date of such change.

Section 5: The Union shall indemnify and hold the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County for purpose of complying with any of the provisions of this Article.

ARTICLE XXIII. SAVING 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 XXII. 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 XXV. NEGOTIATION PROCEDURE

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

2. 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 XXVI. EDUCATIONAL INCENTIVES

1. Effective January 1, 1994, any employee enrolling in the Essex County College Institute for Criminal Justice and who satisfactorily completes and earns thirty (30) credits in the Institute's Program shall receive an educational incentive as follows:

a. Sergeants	\$2054.00
b. Lieutenants	\$2349.00
c. Captains	\$2703.00

Those who satisfactorily complete sixty (60) credits shall receive an incentive as follows:

a. Sergeants	\$4107.00
b. Lieutenants	\$4697.00
c. Captains	\$5405.00

The above benefits are frozen at the current level.

2. Upon written request and at the discretion of the Sheriff, which shall not be unreasonably withheld, credit will be given for satisfactorily

completed approved courses at other "Institutes for Criminal Justice" and courses dealing with police and law enforcement science.

3. Employees hired after May 1, 1988, shall not become eligible for the educational increment until one (1) year from the date of hire or completion of formal police training, whichever shall first occur.

ARTICLE XXVII. UNIFORM AND SAFETY ALLOWANCE

1. Each employee shall receive a uniform allowance of \$500.00 per annum; \$250.00 shall be paid on or about May 1 and \$250.00 shall be paid on or about November 1 of each year. Uniforms shall be purchased and maintained by the employees in accordance with the standards established by the Sheriff. The uniforms are to be standard but may be purchased by the employee from any source. Effective July 1, 1993 the Uniform allowance shall be \$550.00 per annum; \$275.00 shall be paid on or about May 1st and \$275.00 shall be paid on or about November 1st.

If the sheriff directs that an additional item be added to the existing uniform as it now stands, the County shall be required to pay for the initial cost of such items.

2. Each employee shall receive a safety allowance of \$100 per annum; \$50 shall be paid on or about May 1 and \$50 shall be paid on or about November 1 of each year. Effective July 1, 1993 the safety allowance shall be \$150.00 per annum.

ARTICLE XXVIII. AUTOMOBILE ALLOWANCE

1. Certain officers, as designated by the Sheriff, shall, as a condition of continued employment, make available an automobile in proper working order in connection with their employment. It shall be required that this car be used for in and out of county travel.

2. A monthly stipend in the sum of \$200.00 per month shall be paid to the officers for the purpose of defraying the costs of fuel, insurance, repairs, and depreciation of the vehicle. There shall be no requirement that the monthly stipend be based upon actual mileage traveled.

3. All personnel not covered by paragraph 1 of this Article who are required by the Sheriff to use their personal vehicle in connection with their employment shall receive \$10.00 a day for each day of use, to a maximum of \$200.00 per month.

4. Pursuant to County regulation and statute, the officer may be required to submit a voucher on a monthly basis, but the voucher shall not specify mileage.

5. Employees may be required to properly install equipment deemed necessary by the County, supplied by the County, and installed at County expense.

6. In the event an officer works less than fifteen (15) days in any month, the payment shall be reduced by \$10.00 for each working day less than fifteen (15).

7. In addition to the stipend set forth in paragraph 3 above, the mileage allowance for out-of-county travel shall be .16 per mile. Employees shall submit vouchers for reimbursement for out of county travel.

ARTICLE XXIX DEVELOPMENT FUND

Effective July 1, 1993 a Development Fund shall be established. The County shall contribute \$250.00 for each employee in the bargaining unit for 1993 and every year thereafter.

It is understood that the administration of this fund shall be the entire responsibility of the Union. The Union shall indemnify and hold the County

and the Sheriff harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the County and/or the Sheriff for the purpose of complying with the provisions of this Article.

ARTICLE XXX. LENGTH OF CONTRACT

The term of the Agreement shall be three (3) years, terminating on December 31, 1994 or until a new Agreement is reached.

IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this 25th day of August, 1993.

SHERIFF'S SUPERIOR

COUNTY OF ESSEX

Dominick Minni
DOMINICK MINNI, PRESIDENT

Armando B. Contoura
ARMANDO B. CONTOURA
SHERIFF

Thomas J. D'Alesio
THOMAS J. D'ALESSIO
COUNTY EXECUTIVE

ATTEST:

Adrienne Davis
ADRIANNE DAVIS
CLERK TO THE BOARD OF
CHOSEN FREEHOLDERS

APPROVED AS TO FORM

Stephen J. Edelstein
STEPHEN J. EDELSTEIN, ESQ.

SCHEDULE A

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

SCHEDULE B

Utilization Management Programs

Pre-Admission Review

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

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

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

Benefits to the Employee

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

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

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If an employee does not obtain pre-authorization prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

Commonly Asked Questions About Pre-Admission Review

1. What is Pre-Admission Review?

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

PAR is designed to encourage outpatient care when medically appropriate.

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

2. How does it work?

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

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

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

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

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

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

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

3. Do not follow the par procedure benefits will be reduced by 20% to a maximum penalty of \$5000

M.T. 9/25/00

M.T. J.

~~If you decide to enter the hospital as an inpatient after receiving a denial, covered hospitalization benefits will be reduced by 10% 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 a portion of the covered hospital charges that the County of Essex would otherwise have paid.

~~If the PAR medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by 10% 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?

MANDATORY SECOND SURGICAL OPINION PROGRAM?

1. What is the Mandatory Second Surgical Opinion Program?

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

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

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

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

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

Call the Second Opinion Referral Center TOLL-FREE number.

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

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

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

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

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

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

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

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

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

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

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

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

ARTHROSCOPY	Examination of JOINT using a scope (may include meniscoectomy)
CATARACT SURGERY	Surgical removal of cataract (clouded lens) from the EYE.
CHEMONUCLEOLYSIS OF DISK	Destruction of VERTEBRAL DISK by Injection
CHOLECYSTECTOMY	Removal of GALLBLADDER (may include examination of bile ducts)
CORONARY ARTERY BYPASS SURGERY	Insertion of vein graft to bypass an obstructed HEART ARTERY
EXCISION OF INTER-VERTEBRAL DISK	Removal of a herniated DISK (including excision of disk with fusion)
MYSTERECTOMY	Removal of Uterus
MASTECTOMY	Surgical removal of BREAST (or portion)
MENISCETOMY	Removal of cartilage from the KNEE
PROSTATECTOMY	Removal of all or part of the PROSTATE
RHINOPLASTY	Surgery of NOSE to correct deformities (includes submucous resection)
SEPTECTOMY WITH RHINOPLASTY	Removal of an obstruction of the NOSE (includes submucous resection)
SPINAL FUSION	Joining of VERTEBRAE for immobilization
TONSILLECTOMY	Removal of the TONSILS

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

Coverage for surgery is reduced by 20% to a maximum of \$500.

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

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

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

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

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

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

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

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

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

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

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

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

13. Are doctors aware of this program?

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

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

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

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

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

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

This program has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion programs in place have experienced substantial savings from these programs. How? The fact is that some elective surgery may not be necessary, yet it always involves some risk and expense. Approximately 20% of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments may replace surgery, which in turn may mean reduced risk to the patient. However, when surgery is confirmed by the second opinion, you know that surgery is most likely the best treatment for you.