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THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE COUNTY OF ESSEX

County Board of

AND

Chosen Freeholders

ESSEX COUNTY LOCAL UNIT OF THE NEW
JERSEY NURSES' ECONOMIC SECURITY
ORGANIZATION OF THE NEW JERSEY
STATE NURSES' ASSOCIATION

(JNISO)

X January 1, 1980 - December 31, 1983

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I	PURPOSE	1
II	RECOGNITION AND SCOPE	2
III	MANAGEMENT RIGHTS	3
IV	RETENTION OF EXISTING BENEFITS	4
V	SALARIES	5
VI	HOURS OF WORK, OVERTIME, WORK SCHEDULES, SHIFT PREMIUM	6 - 7
VII	TEMPORARY ASSIGNMENTS	8 - 9
VIII	PART-TIME PROFESSIONAL NURSES	10
IX	VACATION	11 - 13
X	HOLIDAYS	14
XI	SICK LEAVE	15
XII	PAID LEAVE	16 - 17
XIII	LEAVE OF ABSENCE WITHOUT PAY	18 - 19
XIV	UNIFORM ALLOWANCE	20
XV	INSURANCE BENEFITS	21
XVI	OTHER POLICIES OF THE COUNTY AND THE ASSOCIATION	22
XVII	STAFF DEVELOPMENT	23
XVIII	TUITION EDUCATION BENEFITS	24
XIX	MERIT PAY PROGRAM	25
XX	PERSONAL PROPERTY	26
XXI	PERSONNEL FILE	27
XXII	LABOR MANAGEMENT PEACE AND STABILITY	28
XXIII	GRIEVANCE PROCEDURE	29 - 31

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
XXIV	DISCIPLINE	32 - 33
XXV	EXTENT OF COUNTY LIABILITY	34
XXVI	ASSOCIATION NOTIFICATION	35
XXVII	DEDUCTION OF DUES	36
XXVIII	NEW POSITIONS	37
XXIX	RESIGNATION AND TERMINAL BENEFITS	38
XXX	SEVERABILITY	39
XXXI	LONGEVITY	40
XXXII	ASSOCIATION RIGHTS DURING NEGOTIATIONS	41
XXXIII	DURATION	42
	SCHEDULE A	43
	SCHEDULE B	44
	IN WITNESS	45

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, employed by the County of Essex (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.

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. 1981 - (a) Five percent (5%) salary adjustment to the base salary, effective January 1, 1981.
(b) Three percent (3%) salary adjustment to the base salary, effective July 1, 1981.
2. 1982 - (a) Five percent (5%) salary adjustment to the base salary, effective January 1, 1982.
(b) Three percent (3%) salary adjustment to the base salary, effective July 1, 1982.
3. 1983 - (a) Five percent (5%) salary adjustment to the base salary, effective January 1, 1983.
(b) Three percent (3%) salary adjustment to the base salary, effective July 1, 1983.
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 superseded 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.

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

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 differentials 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 employee waives their right to the two hours pay.

ARTICLE VII TEMPORARY ASSIGNMENTS

Section 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 Center.

Section 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.

Section 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 she is entitled to pursuant to any other terms of this Agreement.

Section 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

ARTICLE VII TEMPORARY ASSIGNMENTS CONTINUED

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.

Section 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.

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

ARTICLE VIII PART-TIME PROFESSIONAL NURSES

1. Permanent part-time professional nurses covered by this Agreement shall be granted on a pro-rated 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 on 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 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 30th) 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

ARTICLE IX VACATION CONTINUED

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 changes in vacation schedules 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. With regard to the above vacation schedules, part time professional nurses, whether permanent or temporary, will be granted vacation on a prorated basis.

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 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

ARTICLE IX VACATION CONTINUED

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. 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 set forth in this agreement.

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

ARTICLE X HOLIDAYS

When a professional nurse in those departments operating on an around-the-clock basis, seven (7) 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. If, because of the pressure of 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.

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

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. No professional nurse shall be compelled to take a holiday, vacation day or due day in order to avoid eligibility for overtime pay. For those professional nurses in departments operating on a five (5) or six (6) day week, overtime pay for holidays worked will be paid according to Resolutions No. 26830 and No. 27063.

ARTICLE XI SICK LEAVE

1. 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.
2. Sick leave is hereby defined to mean absence from post of duty of a professional nurse because of illness, accident, exposure to contagious disease and/or attendance upon a member of the professional nurses' immediate family seriously ill, requiring the care or attendance of such employee.
3. In the event the employing unit or facility has reason to believe that a professional nurse is abusing the sick leave privilege or may not be physically fit to return to work, the employing unit or facility may require a medical certificate or other appropriate verification for any period of absence chargeable to sick leave, pursuant to Civil Service Rules and Regulations.

ARTICLE XII PAID LEAVE

1. Administrative Leave

All 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 professional 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

A. 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 h.

B. 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.

C. Personal leave may be scheduled in units of one-half ($\frac{1}{2}$) day or multiples thereof and may be taken in conjunction with other types of paid leave.

D. 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.

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

F. 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.

G. 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 E and F.

H. Newly hired employees shall be granted one-half ($\frac{1}{2}$) 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.

ARTICLE XIII LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay may be granted to 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 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 leave of absence without pay shall have annual sick leave credit reduced on a pro-rated basis while the employee is on such leave without pay for the year in which such leave is taken.

4. Employees granted leave of absence without pay shall have annual vacation leave credit reduced on a prorated basis while the employee is on such leave without pay for the year in which sick leave is taken, except when the leave is due to illness or injury.

ARTICLE XIII LEAVE OF ABSENCE WITHOUT PAY CONTINUED

5. 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.

6. 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.

ARTICLE XIV UNIFORM ALLOWANCE

An allowance for uniforms of \$100.00 per annum, shall be paid to each nurse in two equal installments in May and November of each year.

ARTICLE XV INSURANCE BENEFITS

1. Permanent professional nurses, upon completion of ninety (90) days employment are enrolled in a group life insurance program that provides a four thousand dollar (\$4,000.00) death benefit.

2. Professional nurses become covered at the completion of ninety (90) days of employment. 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. 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 April 1, 1970. Upon retirement, a professional nurse who is a member of the P.E.R.S. may join the New Jersey Blue Cross/Blue Shield Group Program through the New Jersey State Division of Pensions and pay the group premium. A professional nurse who is a member of P.E.R.S. shall have life insurance coverage at three sixteenths (3/16ths) of his or her last year's salary with the County without cost.

(b) Upon retirement, a professional nurse who is a member of the Blue Cross/Blue Shield Insurance, or its successor's insurance and two thousand dollars (\$2,000.00) life insurance by paying group rate premiums therefor.

4. The existing prescription plan shall remain in effect for the life of this agreement.

ARTICLE XVI 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. 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.

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. The County agrees that residency within Essex County shall not be a requirement for promotional examination.

5. The County agrees to pay the Union \$15,000.00 in 1982 for a Special Employee Development Fund.

6. Registered Professional Nurses shall only be held accountable for supervisory instructions received from other Professional Nurses or Physicians.

ARTICLE XVII 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 XVIII TUITION EDUCATION BENEFITS

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 approval of the Department Head 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 commitment will commence at the completion of the last course taken by the employee.

ARTICLE XIX MERIT PAY PROGRAM

1. The merit pay program procedures will continue for the life of this agreement, and eligible employees not at their maximum salary will receive their merit payment (1/5 the difference between the minimum and the maximum of their range) added to their base salary until they reach the maximum. For meritorious employees at their maximum salary, the County will pay a \$300.00 lump sum bonus.

2. The 1981 evaluation period will be June 1, 1981 - December 31, 1981 with payment on or about February 2, 1982, retroactive to July 1, 1981.

3. The 1982 evaluation period will be January 1, 1982 - June 30, 1982 with payment on or about August 1, 1982, retroactive to July 1, 1982.

4. Evaluations will be annually thereafter.

ARTICLE XX PERSONAL PROPERTY

A Professional Nurse who suffers damage to or loss of personal property in the course of and in the actual performance of his or her regular duties while complying with security and procedural rules and regulations of the Employing Unit or Facilities shall be reimbursed by the County for such loss by an evaluation at time of loss.

ARTICLE XXI PERSONNEL FILE

1. The employee shall have the right to review his/her personnel file during regular business hours.

2. Such 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 XXII LABOR-MANAGEMENT PEACE AND STABILITY

1. Inasmuch as this Agreement provides machinery for the orderly resolution of disputes through the procedures outlined in Article XXIII 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 XXIII GRIEVANCE PROCEDURE

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

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

Section 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.

Section 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.

ARTICLE XXIII GRIEVANCE PROCEDURE CONTINUED

Section Five. 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 XXIV DISCIPLINE

1. 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 physical or mental 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

ARTICLE XXIV DISCIPLINE CONTINUED

- 1) the use or attempt to use one's authority or official 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 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 XXV 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 costs 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 XXVI 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 this Agreement, the employer will forward to the Association a seniority list setting forth the names, job titles, and dates of hire of all employees who are members of this bargaining unit.

ARTICLE XXVII DEDUCTION OF DUES

The County agrees to deduct dues as set by the Union from the salaries of Professional Nurses covered by this Agreement when authorized in writing to do so by each Professional Nurse. Individual authorization forms shall be furnished and filed by the Association with the appropriate business office of the County. Once an authorization is given, it shall remain in effect unless terminated by the Professional Nurse upon written notice or termination of the Professional Nurse.

The filing of a Notice of Withdrawal shall halt deductions as of January 1st or July 1st, whichever is sooner, next succeeding the date on which the Notice of Withdrawal is filed.

The County shall not be responsible for the collection of dues after the termination of a Professional Nurse.

The employer shall notify the New Jersey State Nurses Association in writing no later than fourteen (14) calendar days following an employee's termination, resignation or retirement.

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

ARTICLE XXVIII 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 XXIX 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 pro-rata 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 pro-rated basis as of the employee's termination date.

ARTICLE XXX 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 XXXI 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 (20) 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 XXXII 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 XXXIII DURATION

The term of this Agreement shall be three (3) years, terminating on December 31, 1983.

The terms and conditions of this Agreement shall become effective on the 1st day of January, 1980, and shall remain in full force and effect until 12:00 midnight on the 31st day of December, 1983. 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 business day.

SCHEDULE A

MERIT PAY PROGRAM

I. PURPOSE

In order to increase individual employee's development, Essex County will begin using a performance appraisal system to evaluate employees in a consistent manner. This program is designed to replace the increment program and also to reward those employees whose overall work performance is considered to be meritorious.

The purpose of this program is to improve morale and the work setting for all employees by increasing their participation. This will be done through the use of meetings where performance objectives will be jointly agreed to by the supervisor and the employee. These objectives will be the basis for reviewing the employee at the time of evaluation for a merit payment.

II. INITIAL INTERVIEW

A. The purpose of the initial interview will be:

1. To inform employees of what they are supposed to do by personalizing their job description. Employees will be notified of what they must do to be considered meritorious.

2. To inform employees of how well they are supposed to perform their duties by setting projected goals to be met during the evaluation period. At this time employees will be notified of what they must do to be considered meritorious.

- B. The criteria upon which the employee will be evaluated will be directly related to the attached standards of performance.

- C. Supervisors will be trained to conduct these interviews and to hold set objectives for employees to meet during their evaluation period.

- D. The County will be entitled to monitor the supervisor to insure that interviews are being conducted in the manner outlined herein.

- E. The employee will have 72 hours to grieve the goals set with the supervisor if he/she feels dissatisfied. The employee is entitled to a reconsultation with the Director of Nursing or his/her designee and the employee's union representative.

III. PERFORMANCE DESCRIPTION

- A. Employees will be provided with a copy of their performance descriptions/goals which will be the document outlining the tasks, actions, responsibilities they will be responsible for. This document is as agreed to by the parties and is

herein attached and shall be distributed to each employee at the time of hire. In addition copies of the standards of performance expected of the employee during the evaluation period as attached and discussed during the initial interview will be provided.

IV. EVALUATION PROCEDURE

- A. Evaluations will be primarily objective, but may also include narrative statements.
- B. Employee will be given the opportunity to evaluate themselves, and this will be taken into consideration by the ADN.
- C. Employees will be evaluated every six months but there will be one formal written evaluation per year, which will be the basis for eligibility for a merit payment. This written evaluation will be placed in the employee's personnel file.
- D. A conference will be held with the Union and County officials prior to notifying employees who will be eligible for merit payment.

V. CRITERIA FOR EVALUATION

The following are the major areas to be evaluated:

1. Attached are the documents containing the goals, objectives and standards for each title in the bargaining unit. These may be tailored to the particular unit to which the

employee is assigned.

2. In addition, management reserves the right to evaluate other areas of performance, such as attendance.

Examples:

- (a) Attendance - Employees are to be at work as scheduled except for illness of emergency.

VI. ELIGIBILITY

- A. Merit payments will be paid to or withheld from employees according to the following categories:
 1. Meritorious: An employee who achieves all projected goals and meets standards of the particular position.
 2. Non-meritorious: An employee who does not achieve all projected goals and does not meet standards of the particular position.
- B. If an employee receives a poor evaluation, it shall be removed from the employee's personnel file following receipt of two meritorious evaluations.
- C. Those employees eligible for merit payment who are not at the maximum of their range shall receive 1/5 the difference between minimum and maximum salaries for their title in the form of a salary adjustment.
- D. Those employees eligible for merit payment and who are at maximum salary shall receive \$300.00 in the form of a lump sum bonus.

FRV

IN witness thereof, the below signators set their hands and seals this
day of _____ of 1981, as the authorized representatives of their
principals:

JNESO of New Jersey State
Nurses Association

County of Essex, New Jersey

Virginia Treacy R.N.
Virginia Treacy, Director

Peter I. Shapiro, County Executive

Attest:

Addie Cheatham, RN
Addie Cheatham, President

Daniel W. Gibson
Clerk to the Board of Chosen
Freeholders, Daniel W. Gibson

Maureen B. Gettle, RN
Maureen B. Gettle, First
Vice President

Approved as to Form and Legality:

Viola Green RN
Viola Green, Second
Vice President

David Ben-Asher, Esq.

Mary Ellen Verdon MSN
Mary Ellen Verdon, Treasurer

Elizabeth B. Peirson R.N. BA
Elizabeth Peirson, Chair
of Negotiating Team

Margaret Szostak, R.N.
Margaret Szostak, Chair
of Grievance Committee

VII. GRIEVANCE MECHANISM

- A. In the event of a disagreement between the employee and the Department Head/or designee, the employee may have a Union representative discuss such disagreement with the Department Head/designee and the personnel specialist of the County.
- B. In those cases where no merit payment is awarded by the County, the matter may be submitted by the union to final and binding arbitration. There shall be a tripartite panel of:
1. A personnel specialist from the County.
 2. The International Representative of the Union.
 3. A neutral arbitrator chosen on a rotating basis from a permanent panel of 3 - 5 arbitrators mutually selected.

SCHEDULE B

7AM - 3PM	3PM - 11PM	11PM - 7AM
1. Wards: 10,13,15,17	1. Wards: 10,13,15,17, 19,21,23,25	1. Wards: 10,13,15,17 19,21,23,25
2. Wards: 19,21,23,25,28	2. Wards: 28,31,32,57, 58, Gateway Employee Clinic	2. Wards: 28,31,32,57,25 58, Gateway Employee Clinic
3. Wards: 28,57,58,32, Gateway Employee Clinic	3. Wards: 35,37,39,41,43 45,47	3. Wards: 53,54,54,56,33
4. Wards: 31,35,37,39	4. Wards: 33,53,54,55,56	4. Wards: 35,37,39,41, 43,45,47
5. Wards: 41,43,45,47	5. Wards: 60,62	5. Wards: 60,62
6. Wards: 53,54,55,56,33	6. Wards: 70,72,74,76	6. Wards: 70,72,74,76
7. Wards: 60,62	7. Wards: A,B,C,D	7. Wards: A,B,C,D
8. Wards: 70,72	Plus 4 Relief Supervisors	Plus 4 Relief Supervisors
9. Wards: 74,76		
10. Wards: A,B,C,D Surgical Clinic		
Plus 4 Relief Supervisors		

RESOLUTION OF THE BOARD OF FREEHOLDERS
COUNTY OF ESSEX

#29 RPN

01925

Resolution No. _____
Proposed by Board of Freeholders

Authority for Resolution N.J.S.A. 40:41A-38(n)
Authority for Action N.J.S.A. 40:41A-41(b)

Subject: EMPLOYEES' CONTRACT - RESOLUTION APPROVING COLLECTIVE BARGAINING
AGREEMENT WITH THE ESSEX COUNTY LOCAL UNIT OF THE NEW JERSEY
NURSES ECONOMIC SECURITY ORGANIZATION.

WHEREAS, Lorri Carroll, the Essex County Labor Relations Specialist has negotiated and has executed a collective bargaining agreement with the Essex County Local Unit of the New Jersey Nurses Economic Security Organization of the New Jersey State Nurse's Association retroactive to January 1, 1980 and covering the period January 1, 1980 through December 31, 1983; and

WHEREAS, The Essex County Controller has certified that there are available adequate funds in the 1981 County Budget-Salary and Wage adjustment to pay the salary and benefits under said contract, the minimum amount of which will not exceed (Said Certification is attached hereto); and

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

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

1. That the collective bargaining agreement entered into between the County of Essex and the Essex County Local Unit of the