

K-02-0692

10-9-02

## MEMORANDUM OF AGREEMENT

The County of Essex (County) and JNESO - District Council 1, I.U.O.E.- (Union), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement and any related Memoranda of Agreement, which expired on December 31, 1999;

1. **Term:** January 1, 2000 - December 31, 2001
2. **Wages:**
  - A. Effective January 1, 2000, a five percent (5%) across the board increase;
  - B. Effective July 1, 2000, a two percent (2%) across the board increase
  - C. Effective July 1, 2001, a three percent (3%) across the board increase

### 3. Retiree Health Benefits

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

#### Part I

- A. The Coverage outlined in this provision is for the eligible retiree and his/her dependents as defined in the Plan documents governing this benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered employee died.
- B. All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organizations (HMO's). The County reserves the right to amend or change this coverage and the plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date this agreement is signed.

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

## Part II

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

- A. Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the Consolidated Police and Fireman's Pension Fund (CPFPPF); and
- B. Be actively employed with the County of Essex on the date this provision was made part of this agreement (October, 1999); and
- C. Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and
- D. Have been an employee of the County of Essex immediately prior to his/her retirement; and
- E. Not elect a vested and deferred retirement; and
- F. Not elect or take a disability retirement with less than 25 years of services credit in PERS, ERS, PFRS or CPFPPF; and
- G. Not receive payments or stipends of any kind for premiums, charges or the like for retiree medical benefits coverage from any employer; and
- H. Not receive health benefits coverage from a source other than Essex County; and
- I. Not be eligible to receive health benefits coverage from a source other than Essex County; and

- J. Not be an active employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and
- K. Not be a retired employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from the predecessor agency. Notwithstanding any other provisions in the Memorandum and/or any Collective Bargaining Agreements previously executed by and between the parties, and other than as provided in Part I A and Part II G above, the retiree health benefits provided for in this Paragraph 3 shall be considered vested benefits as to covered retired employees and current employees as of the date hereof which shall not expire with the expiration of this Memorandum or any Collective Bargaining Agreement.

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

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

4. **Article 2: Recognition and Scope**

Section 1: Add Public Health Nurse

The parties agree to rely on PERC and any other legal means to resolve the Union's proposal on the Admission Coordinator title

5. **Article 6: Hour of Work, Overtime, Work Schedules, Shift Premium**

Section 4: Last sentence – remove “or by other notification by the Employer to the employee.”

6. **Article 7: Temporary Assignments**

Section 5 (A) (2): add the end of the last sentence, “This orientation shall consist of a specific skills check list.”

7. **Article 9: Vacation**

Section 1 (a) Add, "Full Time" to the beginning of the first sentence. This change is for clarification only and is not intended to change the existing practice.

Section 1(b) (3): Amend last sentence to read, "If, the request is denied by a department head within an employing unit/facility or 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."

8. **Article 11: Sick Leave**

Section 8: Amend the language as follows: "Nurses who are unable to report to work due to illness or injury must notify the Nursing office at least two (2) hours before each shift unless there is an emergency situation that prevents the employee from calling.

9. **Article 17: Other policies of the County and the Union**

Section 3: The following contributions will be made to the Special Employee Development Fund:

Effective 1/1/00	\$20,000
Effective 1/1/01	\$20,000

10. **Article 18: Staff Development**

Section 1 (a) Add to the end of the second paragraph, "The County will provide the orientee with a skills check list which refers to the duties contained in their job description."

11. **Article 19: Tuition Education Benefits/Continuing Education**

Section A (1):	Effective 1/1/00	\$10,000.00
	Effective 1/1/01	\$10,000.00
Section B:	Effective 1/1/00	\$5,000.00
	Effective 1/1/01	\$5,000.00

12. **Article 24: Grievance Procedure**

Step One, section a: change the amount of time for the Unit Director's written response to ten (10) working days.

Step One, section b: Amend as follows: "In the event the grievance is denied, or no response is made within ten (10) working days by the Unit Director, the grievance will be deemed denied."

Step Two, section b: Add to the end of the sentence, "In the event the grievance is denied, or no response is made within ten (10) working days by the Department Director, the grievance will be deemed denied."

13. **Article 27: Union Notification**

New Section – Section 3: The County will notify the Local President or designee of all newly hired employees covered by this agreement. The Hospital will submit a list of new hires including their base wage and shift. This list will be submitted within one month of the new employees hire date.

14. **Article 39: Duration**

Amend the first sentence of the first paragraph as follows, "The term of this agreement shall be two (2) years terminating on December 31, 2001."

Amend the dates contained in first sentence of the second paragraph as follows, "...effective the 1<sup>st</sup> day of January 2000" ..."and until 12:00 midnight on December 31, 2001."

15. All terms and conditions of the Collective Bargaining Agreement and related Memorandum of Agreement which expired on December 31, 1999 shall remain in full force and effect except as modified herein.
16. This Memorandum of Agreement is contingent upon approval and ratification by the Essex County Executive, the Essex County Board of Chosen Freeholders, the Union, and the vote of the Union membership. The parties' representatives agree to recommend the terms of this Agreement to their respective constituencies.
17. This Memorandum of Agreement represents the complete and final Agreement between the parties. All proposals, whether written or oral, presented by either party during the course of negotiations shall be deemed withdrawn and not a part of this Agreement. The Agreement cannot be modified except by a writing signed by both the undersigned parties.

RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX

# 14

RESOLUTION NO. R-02-1692 AUTHORITY FOR RESOLUTION: N.J.S.A. 40:41A-38(n)

PROPOSED BY: COUNTY EXECUTIVE AUTHORITY FOR ACTION: N.J.S.A. 40:41A-36(i)

SUBJECT: OFFICE OF LABOR RELATIONS - MEMORANDUM OF AGREEMENT WITH JNESO -  
DISTRICT COUNCIL I.O.U.E. - JANUARY 1, 2000 THROUGH DECEMBER 31, 2001

WHEREAS, the County of Essex has negotiated a collective bargaining agreement with JNESO – District Council 1, I.U.O.E. employees, retroactive to and covering the period January 1, 2000 through December 31, 2001; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay said contract through 2001 (which certification is attached hereto); and

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

RESOLVED, by the Board of Chosen Freeholders of the County of Essex as follows:

1. That said collective bargaining agreement with the JNESO – District Council 1, I.U.O.E. employees, a copy of which is annexed hereto, be and hereby is approved.
2. That the County Executive is hereby authorized to execute said contract on behalf of the County.
3. That two (2) fully executed certified copies of this agreement and resolution be forwarded to the Director, Office of Labor Relations and one (1) copy to the Office of County Counsel.

BOARD OF CHOSEN FREEHOLDERS  
ESSEX COUNTY

SEP 26 12 08 PM '02  
CLERK OF THE BOARD

Approved as to form and legality *Henry DeLoe*

~~As~~ ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Absention ABS=Absent)

Moved By Freeholder Martinez  
 Second by Freeholder JACKSON

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Cavanaugh				X	Scarpelli	X			
Jackson	X				Sebold				X
Jones	X				Watson, V.P.	X			
Martinez	X								
Paganelli	X				DiVincenzo, Pres.	X			

It is hereby certified that the foregoing Resolution was  adopted ( ) defeated ( ) tabled by roll call vote at a REGULAR meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey held on October 9, 2002.

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

*[Signature]*  
 Joseph N. DiVincenzo, President



County of Essex, New Jersey  
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey, }  
County of Essex } ss

I ADRIANNE DAVIS Clerk

of the Board of Chosen Freeholders of the County of Essex in  
the State of New Jersey

Do Hereby Certify, the foregoing to be a true copy of a resolution  
adopted at a meeting of said Board on Wednesday  
the 9<sup>th</sup> day of October, 2002.

together with the certifications, signatures and endorsements thereon.

RESOLUTION No. R-02-0692.

In Testimony Whereof, I have hereunto set my hand  
and affixed the official seal of said County at Newark  
the 11<sup>th</sup> day of  
October 2002

Adrienne Davis  
Clerk



FOR COUNTY OF ESSEX  
NEW JERSEY

By:   
James W. Treffinger

FOR JNESO - DISTRICT  
COUNCIL 1, IUOE

By: William Mocco 8/29/02  
JNESO Representative


IN WITNESS WHEREOF, the parties have, by their authorized representative,  
set their hands and seals this      day of      , 2002.

FOR COUNTY OF ESSEX  
NEW JERSEY

By:   
James W. Treffinger  
County Executive

FOR JNESO - DISTRICT  
COUNCIL 1, IUOE

By: William Mocco 8/29/02  
JNESO Representative

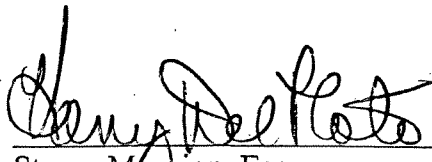
  
Adrienne Davis, Clerk to the  
Board of Chosen Freeholders

Sally J. Brant 8/29/02  
Essex Local President

Eileen Smith 8/29/02  
Essex Local Chief Steward

Approve as to Form and Legality:

Crista Mosby 8/29/02  
Essex Local Representative

  
FOR Steven Mannion, Esq.  
Acting County Counsel

Romaine Allard 8/31/02  
Essex Local Representative