

R-03-0570
6-11-03

MEMORANDUM OF AGREEMENT

Agreement made this 22 day of May, 2003 by and between the County of Essex (herein the "County") and the International Brotherhood of Electrical Workers Local No. 1158 (herein the "IBEW");

WHEREAS, the County and the IBEW are parties to a Collective Negotiations Agreement which expired December 31, 2001; and

WHEREAS, the County and the IBEW have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and the IBEW have reached agreement on the terms and conditions for a successor agreement subject to ratification by the membership and approval by the Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. The terms of the prior contract between the parties shall remain in full force and effect except as herein modified.
2. Term: The term of the new agreement shall be for a period of four (4) years from January 1, 2002 through December 31, 2005.
3. Salaries
 - a. Effective July 1, 2002: 3% total lump sum bonus payment to all IBEW members for half a year. To be eligible for the bonus payment, an employee must have been employed by the County on or prior to July 1, 2002 and must still be employed by the County when the contract is ratified by the Board of Chosen Freeholders. The payment amount, approximately \$600, will be equal among all members. All eligible employees will receive the same dollar amount payment regardless of current salary.

- b. Effective January 1, 2003: Zero percent (0%) increase, however, the July 1, 2002 lump sum bonus of three percent (3%) total will be distributed as follows: each individual employee's base will be increased two and one-half percent (2½%) of those IBEW members who were on the payroll on January 1, 2003 and are on the payroll on the date of ratification by the Board of Chosen Freeholders, and the remaining one-half percent (½%) is contributed to the union development fund. The one-half percent (½%) is based on the 2002 payroll and this frozen amount will be paid into the fund each year of the contract.
 - c. Effective January 1, 2004: Zero percent (0%) increase.
 - d. Effective in 2005:
 - January 1, 2005: One percent (1%) of the base rate of pay, which is a frozen amount based on the 2004 payroll, will be contributed into the Union Development Fund.
 - January 1, 2005: One percent (1%) increase on base pay to eligible employees who are on the payroll as of January 1, 2005.
 - July 1, 2005: Two percent (2%) increase on base pay to eligible employees who are on the payroll as of July 1, 2005.
- 4.
- a. One month after full ratification by the union membership and the Board of Chosen Freeholders, the Prescription drug plan co-payment will be increased from the current \$1.00-\$5.00 to \$5.00-\$10.00. The County will continue a mail order prescription program.
 - b. Effective January 1, 2005, the prescription drug plan co-payment will be increased from \$5.00-\$10.00 to \$10.00-\$15.00. The County will continue a mail order prescription program.

5. The County agrees on the establishment of a health and safety committee to discuss pertinent issues to the members regarding on the job health and safety. One issue to be discussed is the frequency of fire drills.

6. The County shall provide up to a maximum of \$20,000 for all tuition reimbursement in 2004 and each year of the contract thereafter for tuition reimbursement. The following requirements shall apply:

- a. The employee must obtain prior written approval from the Department Director.
- b. The course must be taken at an accredited institution of higher learning.
- c. The course must be taken on the employee's own time.
- d. The employee must show proof of attendance and a grade level of at least "B" or its equivalent. If course is pass/fail, then "pass" is acceptable.
- e. The course must be job related. The Department Director has exclusive and sole authority to determine if a course is job related, and that decision is not subject to the grievance and arbitration process.
- f. The maximum reimbursement amount per credit is the per credit cost at Essex County College.
- g. The employee must sign a commitment to continue employment with the County for two (2) years. The two (2) year commitment shall commence at the completion of the last course taken by the employee. If an employee fails to meet this requirement, then all tuition reimbursed up to that point shall be repaid to the County.
- h. Requests for reimbursement must be submitted no later than December 31, 2004. Payment will be made in the first quarter of 2005. Reimbursement in the following years will be made in the first quarter of the subsequent year, provided that the request is submitted by December 31 of the preceding year.
- i. It is understood that if the amount of tuition reimbursement sought by the employee and approved by the Department Director is less than \$20,000, the remaining money reverts to the County.
- j. If the total cost incurred by all employees exceeds \$20,000 then employees will receive a prorated amount of tuition spent, i.e. the fund shall be divided equally among the applicants but no one shall receive more than the requested tuition reimbursement amount.

7. The County agrees to reimburse Youth House employees who are designated and approved by the Director as members of the Color Guard \$250 for uniforms per employee every year. The County further agrees to reimburse designated members of the CERT Team for uniforms \$120 every year.

8. The County agrees to eliminate the one day per month benefit for line-up time and replace that benefit with the following schedule:

Division of Youth House

<u>Title</u>	<u>One-Time Payment Into Base</u>
Admissions and Records	\$1,000
Juvenile Detention	\$1,000
Sr. Admissions and Record	\$1,300
Sr. Juvenile Detention	\$1,300
Suprvg. Admis. And Record	\$1,500
Supvsg. Juvenile Detention	\$1,500

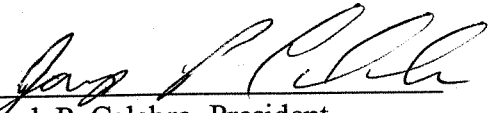
9. One-half of uniform allowances will be paid by a separate check in March and September of each year.

10. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification of the membership and the approval of the IBEW membership, Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by either party during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have by their authorized representatives set their

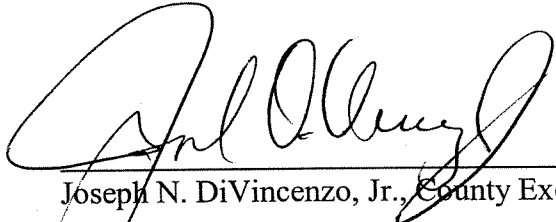
hands and seals this 22 day of May 2003.

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1158**

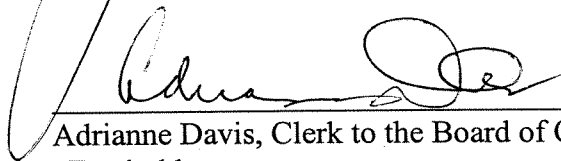


Joseph P. Calabro, President

FOR THE COUNTY OF ESSEX

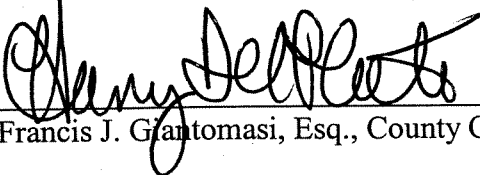


Joseph N. DiVincenzo, Jr., County Executive



Adrienne Davis, Clerk to the Board of Chosen
Freeholders

APPROVED AS TO FORM AND LEGALITY



for Francis J. Grantomasi, Esq., County Counsel

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