

RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS
COUNTY OF ESSEX

#9

RESOLUTION NO. Res-1003 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 COUNTY COUNSEL – MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX AND JNESO – DISTRICT
COUNSEL 1, IUOE – JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

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, 2002 through December 31, 2005; and

WHEREAS, the Chief Financial Officer has certified the availability of funds to pay the salary and benefits portion of the contract (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 Essex County Board of Chosen Freeholders 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 three (3) fully executed certified copies of this agreement and resolution be forwarded to the Delores Capetola, Asst. County Counsel, Office of County Counsel.



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 Tuesday

the 30th day of November 2004.

together with the certifications, signatures and endorsements thereon.

RESOLUTION No. R-04- 1063.

In Testimony Whereof, I have hereunto set my hand
and affixed the official seal of said County at Newark
this 9th day of
December A.D. 2004

Adrienne Davis

Clerk

Approved as to form and legality Johnny DePinto Date 11/19/24
 ESSEX COUNTY COUNSEL

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

Moved by Freeholder Sebold
 Second by Freeholder Shore

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Beasley	X				Gonzalez	X			
Caputo				X	Shore	X			
Clark				X	Sebold, V.P.	X			
Jenkins	X				Watson	X			
Jones, President	X								

It is hereby certified that the foregoing Resolution was X 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 11/30/24

Is Publication Required () Yes () No

Date Published _____

Johnny A. Jones
 Johnny Jones, President

A:/FORM: JNESO

11/16/04 le

RECEIVED
 ESSEX COUNTY
 BOARD OF CHOSEN FREEHOLDERS
 2024 NOV 23 A 10:41
 CLERK OF THE BOARD

KOH-1063
11-3004.

Memorandum of Agreement

The County of Essex (County) and JNESO- District Council 1, IUOE (Union) having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement. All other terms and conditions contained in the existing Collective Bargaining Agreement shall remain in full force and effect;

This Memorandum of Agreement is contingent upon ratification by the Essex County Executive, Board of Chosen Freeholders, and the Union Membership. The parties representatives agree to recommend the terms of this agreement to their respective constituencies.

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 part of this agreement. The Memorandum of Agreement cannot be modified except by a writing signed by the undersigned parties.

The following are modifications to the Collective Bargaining Agreement:

Article 2:

Add Admission Coordinator title

Article 5: Wages:

Effective July 1, 2002: Three percent (3%) total lump sum bonus payment to all union members for half a year. To be eligible for the bonus payment, an employee must have been employed by the County on July 1, 2002 and must still be employed by the County on November 30, 2004. All eligible employees will receive the same dollar amount payment regardless of their current salary.

Effective January 1, 2003: Zero percent increase, however, the July 1, 2002 lump sum bonus of three percent (3%) total will be incorporated into each individual employees base rate. To be eligible an employee must had been on the payroll on January 1, 2003 and is on the payroll November 30, 2004.

Effective August 1, 2004: \$200 increase to the base rate of all employees covered by the bargaining unit.

Effective January 1, 2005: Two percent (2%) increase on base pay to employees who are on the payroll as of January 1, 2005.

Effective July 1, 2005: Two percent (2%) increase on base pay to employees who are on the payroll as of July 1, 2005.

Article 6, section 1 (a): Hours of Work: 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.

Article 6, section 1(b)

Notwithstanding the hours of work, work schedules, and overtime references in Article 6, effective January 1, 2005, the work day for Head Nurse (in her absence, the Charge Nurse) shall be deemed to include a fifteen (15) minute overlap at the conclusion of their shift. This fifteen (15) minute overlap shall not be included for the purposes of calculating overtime. The fifteen (15) minute overlap shall be compensated at straight time. If an employee works past the fifteen (15) minute shift overlap, overtime, at the rate of time and one-half will be calculated from the sixteenth minute on a minute for minute basis.

Article 6, section 4: The Employer will, to the extent practicable, post a schedule of each employee's assignment for three (3) weeks in advance of the start of each month. This posted schedule will remain in effect until superseded by a new schedule.

Article 6, section 9 (b): Available time- All time that is uncovered after the four (4) week schedule is posted shall be considered available time (available time may be compensated as straight time or overtime as defined in this agreement). The Employer will post an available time sheet three (3) weeks in advance of the start of each monthly schedule. Employees shall have five (5) calendar days from when the four (4) week schedule is posted to sign up for available time. The Administrative Director of Nursing or designee shall approve the available time within two (2) calendar days after the five (5) day sign up period has ended. Available time shall be rotated amongst bargaining unit member by seniority (most senior first). The County shall keep the available time sheets for a minimum of 6 months.

Article 6, section 9(c): All available time that remains unfilled after the initial seven (7) day period above will be offered as first come first serve. The Administrative Director of Nursing shall approve the time as stated above.

Article 9, section 2: Initial requests for summer vacations (May 1st through September 30) must be made in writing by March 15 of each calendar year. The Administrative Director of Nursing must respond to vacation requests by April 1st of each year.

Article 11, section 8: correct typo, "hours"

Article 15, section 4 (a): Health Insurance: 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. The co-payment for each prescription as described above shall be five dollars (\$5.00) for generic drugs and ten dollars(\$10.00) for non-generic or name brand drugs.

Article 15, section 4 (b): Health Insurance: Effective 1/1/05 the prescription drug plan co-payment will be increased from the current \$5.00- \$10.00 to \$10.00- \$15.00. The co-payment for each prescription as described above shall be ten dollars (\$10.00) for generic drugs and fifteen dollars (\$15.00) for non-generic or name brand drugs. The County will continue a mail order prescription program.

Article 17, section 3: Other Policies of the County and the Union: The County agrees to pay the Union \$20,000 in January 2002, 2003 and 2004 for a Special Employee Development Fund. Effective in January 2005 the County will increase the payment to the Special Employee Development fund to \$30,000. It is understood that the administration of this fund shall be the entire responsibility of the Union. Further, the Union indemnifies the County of all responsibility of the funds' operation.

Article 17, section 4: The County agrees to provide the union with any information relating to the administration of the fund and further agrees to make claim forms available to the members.

Article 18, section 1(a): In the first sentence add the word "transferred": after the word "and".

Article 18, section 3: In-Service: An organized program of in-service education (which shall not be a required responsibility during non-duty hours) will be conducted for the betterment and continued update of current nursing practices. In the event that such a program is scheduled on an employee's time off, and the employee is requested to attend, the employee may attend and will be paid at the rate of time and one half (1½) for the hours spent.

Article 18, section 4: Each year of the Agreement employees will be required to attend competency day. Employees shall use one outside education day for attendance at competency day. In the event that such a program is scheduled on an employee's time off, and the employee is required to attend, the employee will attend and have the option of pay at the rate of time and one half (1½) for the hours spent or one additional administrative leave day.

Article 19 (A) (1): Tuition education benefits/ Continuing Education:
2002 through 2005
Ten thousand dollars (\$10,000) for tuition reimbursement per year.

Article 19 (B) Continuing Education

For the years 2002, 2003, 2004 and 2005 five thousand dollars (\$5,000) per year shall be available for continuing education.

Article 19 (C): Effective January 1, 2005 each member may initially receive ten percent (10%) of the annual fund amounts designated in sections A and B above. If there is money remaining in the fund at the completion of the calendar year, each employee who

submitted requests for tuition reimbursement or continuing education shall equally split the remaining funds, not to exceed the cost of the tuition or continuing education classes. All additional monies not paid, if any, shall be carried over. Carry over of the funds in this article will apply for each year of the contract.

Article 24: Grievance Procedure: replace the terms "working days" with "calendar days" in all section that contain a time bar provision.

Article 24- step One: Change the term "unit director" with "Director of Nursing"

Article 25, section 4: Change the term, "Unit representative" to "Union Representative"

Article 27, section 2: Union Notification: Quarterly (January, April, July, October) of each calendar year of the Agreement, the Employer will forward to the Union a seniority list setting forth the names, job titles, dates of hire, addresses, and base salary of all employees who are members of the bargaining unit.

Article 32, section 4: Pool Nurses: Remove the last sentence and add, "Effective July 1, 2002 the pool nurses will be eligible for all salary increases as defined by Article 5 of the agreement.

Article 39: Duration: The term of this Agreement shall be four (4) years terminating on December 31, 2005.

The terms and conditions of this Agreement shall become effective on the 1st day of January 2002, and shall remain in full force and effect until 12:00 midnight on December 31, 2005. The parties agree to enter into negotiations leading to a renewal of this Agreement no later than the 120th day immediately preceding the termination date of this Agreement unless such date is a Saturday, Sunday, or holiday, in which event negotiations shall commence on the next succeeding day.

Addendum B

		3%		2%	
<u>REGISTERED NURSE</u>	<u>Current</u>	1/1/2003	8/1/2004	1/1/2005	7/1/2005
Minimum	\$46,369.00	\$47,760.07	\$47,960.07	\$48,919.27	\$49,897.66
Step 1	\$48,090.00	\$49,532.70	\$49,732.70	\$50,727.35	\$51,741.90
Step 2	\$49,811.00	\$51,305.33	\$51,505.33	\$52,535.44	\$53,586.15
Step 3	\$51,532.00	\$53,077.96	\$53,277.96	\$54,343.52	\$55,430.39
Step 4	\$53,253.00	\$54,850.59	\$55,050.59	\$56,151.60	\$57,274.63
Maximum	\$54,977.00	\$56,626.31	\$56,826.31	\$57,962.84	\$59,122.09

NURSE MANAGER

	<u>Current</u>	1/1/2003	8/1/2004	1/1/2005	7/1/2005
Minimum	\$48,397.00	\$49,848.91	\$50,048.91	\$51,049.89	\$52,070.89
Step 1	\$50,513.00	\$52,028.39	\$52,228.39	\$53,272.96	\$54,338.42
Step 2	\$52,629.00	\$54,207.87	\$54,407.87	\$55,496.03	\$56,605.95
Step 3	\$54,745.00	\$56,387.35	\$56,587.35	\$57,719.10	\$58,873.48

Step 4	\$56,861.00	\$58,566.83	\$58,766.83	\$59,942.17	\$61,141.01
Maximum	\$58,980.00	\$60,749.40	\$60,949.40	\$62,168.39	\$63,411.76

SUPERVISOR OF NURSING

	<u>Current</u>	1/1/2003	8/1/2004	1/1/2005	7/1/2005
Minimum	\$50,678.00	\$52,198.34	\$52,398.34	\$53,446.31	\$54,515.23
Step 1	\$53,153.00	\$54,747.59	\$54,947.59	\$56,046.54	\$57,167.47
Step 2	\$55,628.00	\$57,296.84	\$57,496.84	\$58,646.78	\$59,819.71
Step 3	\$58,103.00	\$59,846.09	\$60,046.09	\$61,247.01	\$62,471.95
Step 4	\$60,578.00	\$62,395.34	\$62,595.34	\$63,847.25	\$65,124.19
Maximum	\$63,055.00	\$64,946.65	\$65,146.65	\$66,449.58	\$67,778.57

INSTRUCTOR

	<u>Current</u>	1/1/2003	8/1/2004	1/1/2005	7/1/2005
Minimum	\$53,248.00	\$54,845.44	\$55,045.44	\$56,146.35	\$57,269.28
Step 1	\$55,954.00	\$57,632.62	\$57,832.62	\$58,989.27	\$60,169.06
Step 2	\$58,660.00	\$60,419.80	\$60,619.80	\$61,832.20	\$63,068.84
Step 3	\$61,366.00	\$63,206.98	\$63,406.98	\$64,675.12	\$65,968.62
Step 4	\$64,072.00	\$65,994.16	\$66,194.16	\$67,518.04	\$68,868.40
Maximum	\$66,781.00	\$68,784.43	\$68,984.43	\$70,364.12	\$71,771.40

CLINICAL SPECIALIST

	<u>Current</u>	1/1/2003	8/1/2004	1/1/2005	7/1/2005
Minimum	\$55,906.00	\$57,583.18	\$57,783.18	\$58,938.84	\$60,117.62
Step 1	\$58,826.00	\$60,590.78	\$60,790.78	\$62,006.60	\$63,246.73
Step 2	\$61,746.00	\$63,598.38	\$63,798.38	\$65,074.35	\$66,375.83
Step 3	\$65,666.00	\$67,635.98	\$67,835.98	\$69,192.70	\$70,576.55
Step 4	\$67,586.00	\$69,613.58	\$69,813.58	\$71,209.85	\$72,634.05
Maximum	\$70,508.00	\$72,623.24	\$72,823.24	\$74,279.70	\$75,765.30

Admitting Officer

	<u>Current</u>	1/1/2003	8/1/2004	1/1/2005	7/1/2005
Minimum	\$60,063.00	\$61,864.89	\$62,064.89	\$63,306.19	\$64,572.31
Step 1	\$62,710.00	\$64,591.30	\$64,791.30	\$66,087.13	\$67,408.87
Step 2	\$65,357.00	\$67,317.71	\$67,517.71	\$68,868.06	\$70,245.43
Step 3	\$68,004.00	\$70,044.12	\$70,244.12	\$71,649.00	\$73,081.98
Step 4	\$70,651.00	\$72,770.53	\$72,970.53	\$74,429.94	\$75,918.54
Maximum	\$73,301.00	\$75,500.03	\$75,700.03	\$77,214.03	\$78,758.31

Pool Nurses

	<u>Current</u>	1/1/2003	8/1/2004	1/1/2005	7/1/2005
Day	\$28.00	\$28.84	\$29.00	\$29.42	\$30.01
Evening	\$29.00	\$29.87	\$30.00	\$30.47	\$31.08
Night	\$29.00	\$29.87	\$30.00	\$30.47	\$31.08

* Supervisor of Nurses include the following titles: Staffing Coordinator, Infection Control Coordinator, Assistant Utilization Review Coord, and Special Child Health Services Program Coord

** Utilization Review Coordinator shall be placed on the Admission Officer scale.

All enclosed side letters are part of this Memorandum of Agreement although they may be signed on a different date.



William Macco
Labor representative

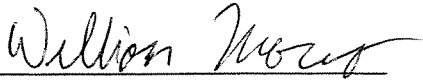


Dolores Capetola
Director, Labor Relations

ARTICLE 40 RATIFICATION

This agreement is subject to the ratification of the local membership, the County Executive, and the Board of Chosen Freeholders.

IN WITNESS WHEREOF, the parties have, by their authorized representative, set their hands and seals this 15TH day of November 2004.



William Macco
Labor Representative



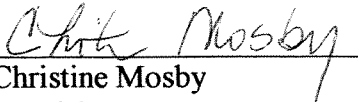
Joseph DiVencenzo
County Executive



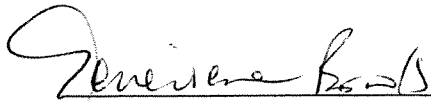
Edith Smith
Local President



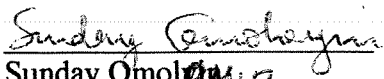
Adrienne Davis
Board of Chosen Freeholders



Christine Mosby
Local Secretary



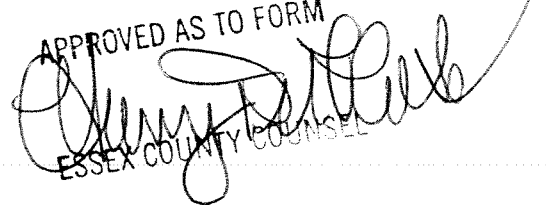
Genevive Brooks
Local Treasurer

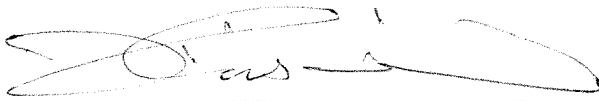


Sunday Omolayo
Local Steward



Yakim Odewale
Local Steward

APPROVED AS TO FORM

ESSEX COUNTY COUNSEL



DAVID ISOLA
CHIEF STEWARD