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MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made this 7 day of Essex County Board of Chosen Freeholders 1981, by and between the County of Essex (hereinafter "COUNTY") and the OVERBROOK EMPLOYEES ASSOCIATION (hereinafter the "ASSOCIATION".)

WITNESSETH:

WHEREAS, the County and the Association entered into a Collective Negotiation Agreement, which Agreement will expire pursuant to its terms on December 31, 1981, and;

WHEREAS, the County and the Association have negotiated a new Collective Negotiation Agreement:

NOW THEREFORE, the County and the Association agree as follows:

1. The Agreement between the parties which will expire by its term on December 31, 1981, will continue in full force and effect to and through December 31, 1984, except as set forth below.

2. Article VI, 1, SALARIES, shall be replaced by the following:
Wages shall be increased by the following amounts for each employee on the payroll and within the bargaining unit on the date indicated:

X January 1, 1982 - December 31, 1984

July 1, 1982 - \$.54 per hour

July 1, 1983 - \$.59 per hour

July 1, 1984 - \$.63 per hour

3. (a) Effective July 1, 1982, the Blue Cross/Blue Shield health benefit plan shall be improved to the 1420 series. The increased premium shall be shared equally by the employee and the County.
(b) The County agrees to reopen negotiations on the subject of group health insurance in 1984.
4. (a) The County agrees to provide \$10,000.00 per year for the purpose of upgrading employees to licensed practical nurses at the Essex County Technical Career Center. This money will be used to provide the cost of books and uniforms. Employees will be selected for this program on the basis of successful completion of the required entrance examinations and seniority.
(b) In exchange for this benefit employees must first sign a two year commitment to remain employed with the County of Essex commencing upon successful completion and licensure as a licensed practical nurse.
5. (a) The County agrees to provide \$10,000.00 per year for the purpose of upgrading licensed practical nurses to registered nurses.

- (b) Licensed practical nurses with at least five years' service who pass the required entrance examination will be eligible to apply for consideration for tuition reimbursement.
- (c) The dollar amount per credit which will be reimbursed to the employee by the County shall be negotiated by the parties.
- (d) Reimbursement will be made to employees upon receipt of proof of date of a grade of "C" or better and approval of the Department Head.
- (e) In exchange for this benefit, employees must first sign a two year commitment to remain employed with the County of Essex commencing upon successful completion and licensure as a registered nurse.

6. Where there is an existing Civil Service list for promotions the County agrees that it will use such lists to replace and fill legitimate vacancies (those budgeted) through the agreement.

7. The uniform allowance will be increased to \$200.00 per year, effective July 1, 1982, for employees whose titles listed in Schedule C of the contract. The conditions for payment of the allowance are set forth in Article IX, Uniforms, of the 1978-1981 agreement between the parties.

8. The shift differential for employees who work on a twenty-four (24) hour schedule shall be increased as follows, effective July 1, 1983:

- (a) 3:00 p.m. - 11:00 p.m. shift

Increase to six percent of the employees base salary as of July 1, 1983.

(b) 11:00 p.m. - 7:00 a.m. shift -

Increase to four percent (4%) of the employee's base salary.

9. (a) The County agrees to alter its final evaluation form for the merit pay program in accordance with the attached form subject to minor modifications by management and agreed upon by the Association.

(b) For the annual evaluation period, an employee may not be considered meritorious if he/she is sick or absent more than five days, or is 150 minutes and ten times late. For the 1981-82 evaluation period (six months), an employee may not be considered meritorious if he/she is sick or absent more than three days, or is 75 minutes and five times late.

10. Pursuant to the County Executive's policy, managerial and/or supervisory staff of the Department of Health and Rehabilitation will refrain from interfering, instigating, or coercing Association employees in accordance with existing statute.

11. The County will provide quarterly bulletins informing employees of the counseling services available to them.

12. On a calendar year basis, employees with at least ten (10) sick days remaining will be entitled to payment for one half of that year's sick days, with the remaining days put in the "bank". Thus, the maximum buy out an employee may receive on a yearly basis, is seven and one-half days.

13. The Association agrees to change Article XXII, Disciplinary Procedure as follows:

"3.(a) Within five (5) days of the completion of the County's investigation, written charges shall be served or the matter shall be terminated without disciplinary action."

The parties agree to discuss items of concern regarding discipline.