

R-06-0767  
11-1-06

**MEMORANDUM OF AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2006 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, 2005; 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 Executive and 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 Collective Bargaining Agreement and Memoranda of Agreement 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 two (2) years from January 1, 2006 through December 31, 2007.

3. Salaries.

A) Effective January 1, 2006, and retroactive to that date, a three percent (3.0%) across the board increase. In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to January 1, 2006, and must still be employed by the County when the contract is ratified by the Board of Chosen Freeholders;

B) Effective January 1, 2007 a three percent (3.0%) across the board increase. In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to January 1, 2007.

4. Effective January 1, 2007, the prescription drug plan co-payment will remain at \$10.00 for generic drugs and increase from \$15.00 to \$25.00 for non-generic and brand name drugs. The County will continue a mail order prescription program.

5. Effective January 1, 2007, employees would be eligible to participate in the County's Section 125 Cafeteria Plan.

6. Longevity for "new hires" of the Department of Parks, Recreation and Cultural Affairs shall be eliminated:

A. Current employees shall continue to be eligible for longevity per the current practice and formula. "Current employees" shall be defined as those employees who are listed on Schedule A. These employees are considered "vested" in the longevity program, and the County will not eliminate or reduce longevity for "current employees" as defined in Section 6A.

B. "New hires" are not eligible to receive longevity.

"New hires" shall be defined as those employees who are not listed on Schedule A.

C. "Current employees", as defined in Section 6(A) above, who separate from County of Essex or the Department of Parks, Recreation & Cultural Affairs, and return to work for the Department of Parks, Recreation & Cultural Affairs at a later date, shall continue to be eligible to receive longevity, subject to any break in service.

7. Effective January 2, 2007, the base salary for employees of the Division of Youth Service whose titles are set forth in Schedule B shall be increased by eight hundred dollars (\$800.00). The minimum and maximum of the titles set forth in Schedule B shall be increased by the \$800.00 to reflect this adjustment.

8. Effective December 30, 2007, the mileage allowance shall be increased from twenty-two cents (.22) per mile to thirty-five cents (.35) per mile.

9. On or about January 1, 2007, Security guards shall receive two (2) uniform shirts and two (2) uniform pants. This is a one-time independent benefit, that shall not affect nor modify the existing uniform benefit.

10. An employee who has committed only one minor (and no major) disciplinary infraction, shall not automatically be denied a salary increment pursuant to the parties increment program.

11. Zoo employees in a title set forth in Schedule C shall be eligible for a yearly shoe reimbursement of up to ninety dollars (\$90.00), subject to the following requirements:

- A. Employees must purchase steel-tipped boots. Animal keepers may purchase rubber boots in lieu of steel-tipped boots;
- B. The specifications for steel-tipped boots and rubber boots shall be established by the Zoo Director;
- C. A satisfactory receipt must be provided to the Zoo Director prior to payment.

12. Department of Parks, Recreation & Cultural Affairs and Department of Public Works, Division of Fleet Management employees in titles set forth in Schedule D shall be eligible for an annual tool allowance of one-hundred and seventy-five dollars (\$175.00). Employees in the titles set forth in Schedule D who already receive a tool allowance, shall not receive more than one-hundred and seventy five dollars (175.00) on an annual basis. Employees who retired prior to the signing of this agreement are not eligible for a 2006 payment.

13. Article XI, Maternity/Paternity/Child Care Leave and Article XII Pregnancy Disability Leave of the 1993-1995 Collective Bargaining Agreement of the parties shall be eliminated. The following article shall be inserted in the contract:

Article XI, Family Leave Act.

Eligible employees shall be entitled to leave pursuant to the Federal Family Medical Leave Act and New Jersey Family Leave Act.

14. Article XVII Leave of Absence Without Pay of the 1993-1995 Bargaining Agreement of the parties shall be replaced with the following:

Article XVII Leave of Absence Without Pay

1. Leaves of absence without pay may be granted to permanent employees for any reason, other than leaves to accept other employment and leaves for FMLA qualified purposes which are covered elsewhere in this Agreement, at the sole discretion of the County Executive, for a period not to exceed three (3) months at any one time. A leave of absence may subsequently be renewed for additional three (3) month periods, not to exceed one (1) year. This leave will be subject to the approval of the Department of Civil Service.
2. Written request from the employee setting forth the reasons why the leave is desired and the dates for commencing and terminating of the leave shall be submitted to the County Executive no later than two (2) months 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 and vacation leave credit each reduced on a prorated basis every full month of major fraction thereof that the employee is on such sick leave without pay for the year in which such sick leave is taken.
4. Employees on an approved leave of absence without pay as defined within may continue participation in the Health Benefits Program in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

5. An employee whose request for leave of absence is denied, may utilize Step 3 of the Grievance Procedure. This Article is not subject to the arbitration provision of this Agreement.


15. The parties' representatives agree to recommend the term of this Agreement to their respective constituencies.

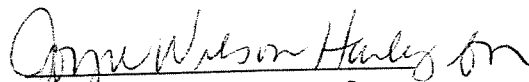
16. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification of the membership and the approval of the IBEW membership, Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, 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 \_\_\_\_\_ day of \_\_\_\_\_ 2006.

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL 1158**


**FOR THE COUNTY OF ESSEX**

  
\_\_\_\_\_  
Joseph P. Calabro  
Business Manager

  
\_\_\_\_\_  
Joseph N. DiVincenzo, Jr.  
County Executive

  
\_\_\_\_\_  
Adrienne Davis, Clerk to the Board of  
Chosen Freeholders

APPROVED AS TO FORM

  
\_\_\_\_\_  
Harry Del Plato, Esq., Essex County Counsel

COUNTY OF ESSEX  
IBEW GROUP CODE 51  
PARKS DEPARTMENT

SCHEDULE A

DEPT.	GROUP CODE	TITLE	LAST NAME	FIRST NAME
5800	51	ADMINISTRATIVE SECRETARY	FIORE	MARY ANN
5800	51	EQUIPMENT OPERATOR	GAGLIARDO	GEORGE
5800	51	GARDENER	MAYA	JOE
5800	51	GROUNDSKEEPER	PALERMO	JAMES
5800	51	GROUNDSKEEPER	HALEY	ROBERT
5800	51	GROUNDSKEEPER	DILLON	GERARD
5800	51	GROUNDSKEEPER	KAUFMAN	NICKIE
5800	51	GROUNDSKEEPER	HERNANDEZ	JOSE
5800	51	GROUNDSKEEPER	MERCADO	MIGUEL
5800	51	GROUNDSKEEPER	NARVAEZ	DOMINGO
5800	51	GROUNDSKEEPER	MALDONADO	ALBERT
5800	51	GROUNDSKEEPER	UCCI	VINCENT
5800	51	GROUNDSKEEPER	SUBER	MARVIN
5800	51	GROUNDSKEEPER	VALLADOLID	SANTOS
5800	51	GROUNDSKEEPER	ORTIZ	CARLOS
5800	51	GROUNDSKEEPER	COLON	ANGEL
5800	51	GROUNDSKEEPER	CAPACCIO	JONATHAN
5800	51	GROUNDSKEEPER	RIVAS	AL
5800	51	GROUNDSKEEPER	SHARPE	JAMES
5800	51	GROUNDSKEEPER	JONES	BRANDON
5800	51	GROUNDSKEEPER	MANCE	KEVIN
5800	51	LABORER	BRYANT	EARL
5800	51	LABORER	SLATER	WILLIAM
5800	51	LABORER	MURAGLIA	JOSEPH
5800	51	LABORER	PEREZ	FRANK
5800	51	LABORER	SWEENEY	JERRALD
5800	51	LABORER	MERCADO	ABNER
5800	51	LABORER	SINCLAIR	CARLOS
5800	51	LABORER	PISANO	PAUL
5800	51	LABORER	LOPEZ	ANTONIO
5800	51	LABORER	SPRATLEY	JOHN
5800	51	LABORER	KING	CHACHE
5800	51	LABORER	ALSTON	JEROME
5800	51	LABORER	NARDONE	NICHOLAS





COUNTY OF ESSEX  
 IBEW GROUP CODE 51  
 PARKS DEPARTMENT

SCHEDULE A

DEPT.	GROUP CODE	TITLE	LAST NAME	FIRST NAME
5900	51	DATA PROCESSING PROGRAMMER	VALENTE	KRISTEN
5900	51	PRIN PAYROLL CLERK	CARRERAS	MARIA
5900	51	SR ACCOUNT CLERK, TYPING	SHARP	ELAINE
6000	51	PRIN DRAFTING TECHNICIAN	LANZARA	JOSEPH
6200	51	CASHIER, TYPING	DE MARINO	PAUL
6200	51	ICE RINK MAINTENANCE WORKER	WHEELER	LEONARD
6200	51	ICE RINK MAINTENANCE WORKER	WRIGHT	TIMOTHY
6200	51	ICE RINK MAINTENANCE WORKER	MORSE	RAYMOND
6200	51	ICE RINK MAINTENANCE WORKER	SUMPTER	DWAIN
6200	51	ICE RINK MAINTENANCE WORKER	FASSETT	WAYNE
6200	51	ICE RINK MAINTENANCE WORKER	CORMIER	YVON
6200	51	ICE RINK MAINTENANCE WORKER	WARCHOL	JOHN
6200	51	PRIN ARTIF ICE RINK REFRIG ENG	PINTADO-VEGA	ANNA
6200	51	SR CASHIER, TYPING	GARRUTO	CARMINE
6201	51	PARKING ATTENDANT	MITSCHE	SUSAN
6300	51	ANIMAL HEALTH TECHNICIAN	LAGE	LARRAINE
6300	51	ANIMAL HEALTH TECHNICIAN	MYHAL	TAMARA
6300	51	ANIMAL KEEPER	COVERT	PHILIP
6300	51	ANIMAL KEEPER	FANTUZZI	JASON
6300	51	ANIMAL KEEPER	LAUER	KELLY
6300	51	ANIMAL KEEPER	TALBERT	VIOLA
6300	51	ANIMAL KEEPER	VITTORIA	JOSEPH
6300	51	ANIMAL KEEPER	SIPPIE	BONNIE
6300	51	ANIMAL KEEPER	SHARP	FRANK
6300	51	ANIMAL KEEPER, ZOO INST PROG	MULHALL	GINA
6300	51	CLERK TYPIST	NUGENT	MICHAEL
6300	51	GROUNDSKEEPER	FLETCHER	BEVERLY
6300	51	LABORER	KOZIATEK	EDWARD
6300	51	SR TRAIN OPERATOR	ZULLO	REGINA
6300	51	SUPVSG ANIMAL KEEPER	GUARINO	JOE
6400	51	ASST CO PARK SUPERINTENDENT	DI SALVO	GERARDO
6400	51	ASST SUPERVISOR, PARKS	TORELLA	GERALD
6400	51	CLERK	JOHNSON	DELMARTI
6400	51	CLERK	MAURIELLO	MICHAEL
6400	51	CLERK	EDWARDS	DERRICK

COUNTY OF ESSEX  
 IBEW GROUP CODE 51  
 PARKS DEPARTMENT

SCHEDULE A

DEPT.	GROUP CODE	TITLE	LAST NAME	FIRST NAME
6400	51	GREENS SUPERINTENDENT	CICCONI	JOSEPH
6400	51	GREENSKEEPER	CARDONA	EDISBERTO
6400	51	GREENSKEEPER	CASIANO	DANIEL
6400	51	GREENSKEEPER	THOMAS	MARKEITH
6400	51	LABORER	ENRIQUEZ	ANIBAL
6400	51	LABORER	ELLISON	WALTER
6400	51	LABORER	VIDAL	EUGIE
6400	51	LABORER	DAVIS	ELROY
6400	51	LABORER	DE LEVA	SALVATORE
6400	51	LABORER	PALLANTE	LAWRENCE
6400	51	MANAGER GOLF FACILITIES	HARVEY	ALFRED
6400	51	MANAGER GOLF FACILITIES	ROGAZZO	MICHAEL
6400	51	SR PARK CARETAKER	GENOVESI	ROCCO
6400	51	SUPVSG GREENSKEEPER	DI BENEDETTO	DAVID
6400	51	SUPVSG GREENSKEEPER	DEVITA	BRUCE
6501	51	CHIEF PROJ COORD CONSTRUCTION	MOLINARO	NEIL
6501	51	COORD OF CONTRACTUAL OPERATION	GONNELLA	ROCCO
6501	51	COORD OF MAINT SERVICES	CASTRO	JOSE
6501	51	COORD OF MAINT SERVICES	VICCHIARIELLO	JOHN
6501	51	EQUIPMENT OPERATOR	DI MODICA	ANGELO
6501	51	EQUIPMENT OPERATOR	DYER	THOMAS
6501	51	GENERAL SUPERVISOR, PARKS	STEFANELLI	MICHAEL
6501	51	GENERAL SUPERVISOR, PARKS	SCHMIDT	WENDELL
6501	51	HEAVY EQUIPMENT OPERATOR	TYRPAK	ROBERT
6501	51	HEAVY EQUIPMENT OPERATOR	CALIXTO	JULIO
6501	51	LAWN MOWER REPAIRER	BINI	JOSEPHINE
6501	51	MANAGEMENT SPECIALIST	RAIMO	CARMINE
6501	51	MANAGER PARKS & GROUNDS	BERG	EDWARD
6501	51	MECHANIC	ORTIZ-SANTOS	DEBBIE
6501	51	PRIN CLERK TYPIST	FIGUEROA	CARMELO
6501	51	SR GROUNDSKEEPER	VICCHIARIELLO	LOUIS
6501	51	SUPV OF GARAGE SERVICES	MOORE	CHARLES
6501	51	SUPV, PARKS	GLENN	CAMERON
6501	51	SUPV, PARKS	FRAYNE	ROBERT
6501	51	SUPV, PARKS	SANDS	WILLIAM

COUNTY OF ESSEX  
IBEW GROUP CODE 51  
PARKS DEPARTMENT

SCHEDULE A

DEPT.	GROUP CODE	TITLE	LAST NAME	FIRST NAME
6501	51	SUPV, PARKS	NORMAN	WILLIE
6501	51	SUPV, PARKS	RIZZOLO	EDWARD
6501	51	SUPV, PARKS	MADDOCK	JOHN
6501	51	SUPV, PARKS	FALIVENO	FRANK
6501	51	SUPV, PARKS	EDLER	KENNETH
6501	51	SUPV, PARKS	CAPACCIO	JOHN
6501	51	SUPV, PARKS	TUCCI	RAYMOND
6501	51	SUPV, RECREATION MAINTENANCE	LOPEZ	DAVID
6501	51	TREE CLIMBER	GARRIGAN	TIMOTHY
6501	51	TREE CLIMBER	FEITH	JOHN
6600	51	ASST RECREATION SUPERVISOR	DREW-PACK	DONNA
6600	51	CLERK TYPIST	JACKSON	SHARON
6600	51	RECREATION AIDE	GESUMARIA	FRANK
6600	51	RECREATION PROGRAM COORDINATOR	KROLL-KUNZ	COLLEEN
6600	51	RECREATION PROGRAM SPECIALIST	VELTRI	JOHN

**SCHEDULE B**

Admissions & Records Officer

Senior Admissions & Records Officer

Supervising Admissions & Records Officer

Juvenile Detention Officer

Senior Detention Officer

Supervising Detention Officer

Juvenile Detention Officer/Training Technician

Social Worker Juvenile Rehabilitation

Senior Social Worker Juvenile Rehabilitation

Supervising Social Worker Juvenile Rehabilitation

Principal Timekeeper/Senior Juvenile Detention Officer

SCHEDULE C

Department of Parks, Recreation & Cultural Affairs – Turtle Back Zoo

Animal Health Technician

Animal Keeper

Animal Keeper Zoo Instructional Program

Groundskeeper

Laborer

Senior Train Operation

Supervisory Animal Keeper

**SCHEDULE D**

Division of Fleet Management

Mechanic

Mechanic/Store Keeper

Garage Supervisor

Supervisor of Motors

Parks

Lawnmower Repairer

Mechanic