

AMERICAN ARBITRATION ASSOCIATION
BEFORE ARBITRATOR MARK GROSSMAN

In the matter of

Essex County Correction Officers
Association,

and

Essex County Sheriff's Department,

Gr. Failure to Bid-Offer Work in
Maintenance B.U.

AAA No. 01-23-0000-1509

**MEMORANDUM OF AGREEMENT BY AND BETWEEN
ESSEX COUNTY SHERIFF'S DEPARTMENT AND
ESSEX COUNTY CORRECTION OFFICERS ASSOCIATION**

The Essex County Correction Officers Association (ECCOA) and the Essex County Sheriff's Department (Department) agree to the following terms and conditions in resolution of the above-captioned matter, and the DLR charge referenced below:

1. By September 1, 2023 the Department shall post and within 7 days thereafter award two assignments—one for CO and one for SGT—first shift, Monday through Friday, holidays off, that relates to escorting and providing security relating to third party contractors that perform work for the Department. The assignment shall be referred to as "TEMP MAINT" and the bid shall state in the header—"These jobs are temporary for one year. If they are no longer necessary you will be assigned to the housing with the same days off until the next bid cycle."

2. Thereafter, in December of each year the Department shall post and award the "TEMP MAINT" assignment for CO and SGT, first shift, Monday through Friday, holidays off, with the header noted in ¶1 above, pursuant to the annual bid process in the parties' collective bargaining agreement, and the two bargaining unit members selected shall begin such assignment in the normal course in February of the following year (e.g., a bid for the assignment posted in Dec 2023 results in assignment implemented in Feb 2024).

3. No special qualifications shall be required for eligibility to bid on the TEMP MAINT assignment referred to above (e.g., deputized, "POST" or "COST" certified). If a CO or SGT is assigned to the TEMP MAINT for a shift, such CO or SGT shall not be reassigned to another assignment for the balance of that shift, except emergency during shift or the contractor leaves before the shift has ended.

4. The Department shall offer all maintenance assignments described above first to the CO and SGT selected pursuant to the bidding process described above. If there is insufficient coverage from those selected for the assignment, then the Department may use "960 employees" (i.e., retirees hired under the statute that allows retired employees to work up to 960 hours per year).

5. The arbitration in the above-captioned matter shall be withdrawn with prejudice to re-filing by no later than September 1, 2023. The parties shall split the cost of any late postponement charges from the arbitrator.

6. The DLR Charge in SUP-22-9085 for which a complaint was issued by the DLR shall be withdrawn with prejudice to re-filing by no later than September 1, 2023.

7. The practice of using 960s for maintenance assignment from January 2022 until the date that this agreement is implemented, shall be without precedent to the meaning of the parties' collective bargaining agreement and past practices.

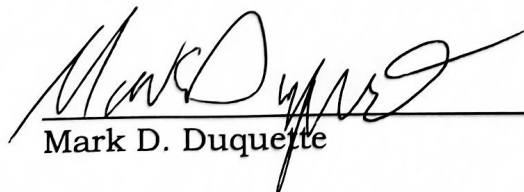
Agreed this 11th day of August, 2023:

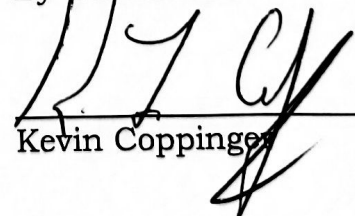
For the Essex County Correction
Officers Association,

For the Essex County Sheriff's
Department,

By its President:

By the Sheriff:


Mark D. Duquette


Kevin Coppinger