## MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_day of \_\_\_\_, 2011 by and between the County of Essex (hereafter "County") and AFSCME, Local 1247 (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2%) 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 July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 1/2 %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

## 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

12/08/2011 11:4

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

set their hands and seals this

day

,2011.

AFSCME LOCAL 1247

FOR THE COUNTY

Janus Ouch

President

loseph N/DjVincenzo, Jr.

Essex County Executive

Deborah Davis Ford, Clerk of the

Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq. Essex County Counsel

Dolores/IAFSCME 1247 MOA-2011

#### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_day of \_\_\_day of \_\_\_day, 201 by and between the County of Essex (hereafter "County") and JNESO, District Council 1, IUOE/AFL-CIO (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

## 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to

allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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,

in withess whereor, the parties in	ave, by their authorized representatives,
set their hands and seals this 18th day and	и ,2012
JNESO, DISTRICT COUNCIL 1 IUOE, AFL/CIO	FOR THE COUNTY
Nancy Cursi-Vogle Local President  Ozcan Coban Local Vice President	Joseph M. DiVincenzo, Jr. Essex County Executive  Deborah Davis Ford, Clerk of the Board of Chosen Freeholders
Beatrice Mebude Local Secretary	Approved as to Form
Melissa Lehtis Local Treasurer  herfel hurishishampson  Cheryl Parish-Thompson	James R. Paganelli, Esq. Essex County Counsel
Local Chief Steward  Claudette Hampton Bargaining Committee Member  Meredith Larson	n

Labor Representative

4-11-0100

## MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_day of , 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood of Electrical Workers, Local 1158, Staff Physicians and Dentists (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

## 3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2%) 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 July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

## 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a

declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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

, 2011.

INTERNATIONAL BROTHERHOOD ELECTRICAL WORKERS,

LOCAL 1158

Joseph P. Calabro Business Manager FOR THE COUNTY

Joseph M. DiVincenzo, Ja

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R/Paganelli, Esq. Essex County Counsel

11-9-11

#### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_\_day of , 2011 by and between the County of Essex (hereafter "County") and the Overbrook Employees Association/Communications Workers of America, Local 1040 (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations

Agreement and the Memorandums of Agreement which expired on December 31, 2010;

and

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

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

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

- 1. The terms of the prior Collective Negotiations Agreement and Memorandums 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

## 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a

declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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

, 2011.

FOR CWA 1040/OEA

Bý: Carolyn C. Wade, President CWA Local 1040

Ronald W. Harris
OEA Branch President

Ronald Rogers

OEA Branch Treasurer

Cynthia Truitt-Rease
OEA Branch Secretary

William Kauffman

Local 1040 Staff Representative

Victor Waller

CWA Representative

Donald L. Klein

Executive Vice President

CWA Local 1040

FOR THE COUNTY

Joseph W. DiVincenzo, Jr. Essex County Executive

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganell, Esq. Essex County Counsel

11-0769

## MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_\_day of \_\_\_\_, 2011 by and between the Essex County Surrogate (hereafter "County") and Local 32, O.P.E.I.U. (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Bargaining Agreement and

  Memorandums 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 three (3) years from January 1, 2011 through December 31, 2013.

## 3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

## 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a

declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Surrogate, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

#### **UNDERSTANDING**

At the request of the Surrogate, the Administration of the County of Essex was actively involved in the negotiation of the 2011-2013 Essex County Surrogate's Employees' Memorandum of Agreement, and as a result, does not disagree with any of the terms.

Ву:\_\_\_\_\_

Joseph N. DiVincenzo, Jr.

Essex County Executive

Bv:

Deborah Davis Ford, Clerk to the

Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.

Essex/County Counsel

Dolores/Local 32 OPEIU 2011-2013

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

set their hands and seals this

day

, 2011.

FOR THE ESSEX COUNTY

SURROG

Joseph P. Brennan, Jr.

Essex County Surrogate

Allen Byron

Business Manager/Secretary-

FOR LOCAL 32, O.P.E.I.U.

Treasurer

Local 32, OPEIU

1-11-0631 9-7-11

## MEMORANDUM OF AGREEMENT

Agreement made this <u>31</u> day of <u>apple</u>, 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood Electrical Workers, Local 1158 – Unit Managers and Supervisors (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

## 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
  - e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
  - f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a

declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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 31 day day, 2011.

INTERNATIONAL BROTHERHOOD

ELECTRICAL WORKERS,

LOCAL 1158

Joseph P. Calabro Business Manager FOR THE COUNTY

oseph N. DiVincenzo J

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.

Essex County Counsel

1 L-11-0633 9-7-11.

## MEMORANDUM OF AGREEMENT

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

## 3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
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- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents

an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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 3 ( day ay , 2011.

INTERNATIONAL BROTHERHOOD ELECTRICAL WORKERS,

LOCAL 1158

Joseph P. Calabro Business Manager FOR THE COUNTY

Joseph/M. DiVincenzo, Ji

Essex/County Executive

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.

Essex County Counsel

7-11-0628 9-7-11

## **MEMORANDUM OF AGREEMENT**

Agreement made this \_\_\_\_\_day of \_\_\_\_\_, 2011 by and between the Essex County Commissioner of Registration and Superintendent of Elections (hereafter "Commissioner") and the International Brotherhood of Electrical Workers, Local 1158 (hereinafter "Union").

WHEREAS, the Commissioner and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

## 3. Salaries and Compensation

- A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.
- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.

- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
- 5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Commissioner, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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,

day \ , 2011. set their hands and seals this

INTERNATIONAL BROTHERHOOD **ELECTRICAL WORKERS, LOCAL 1158** 

loseph P. Calabro Business Manager FOR THE ESSEX COUNTY COMMISSIONER OF REGISTRATION AND SUPERINZÉNDENT OF

athy V. Sumter

ELECTIONS

Commissioner/Superintendent

FOR THE COUNTY

Essex County Executive

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

Essex County Counsel

5-11-0630 9711.

## MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_\_day of \_\_\_\_\_\_, 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood Electrical Workers, Local 1158 - Employment Specialist (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

## 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents

an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

set their hands and seals this 3/ day w, 2011

INTERNATIONAL BROTHERHOOD ELECTRICAL WORKERS,

LOCAL 1158

Joseph P. Calabro Business Manager FOR THE COUNTY

oseph X. QiVince

Essex County Executive

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Hsq.

Essex County Counsel

1 K-11-0632

#### MEMORANDUM OF AGREEMENT

Agreement made this Agreem

WHEREAS, the Prosecutor and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

- A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.
- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.

- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
- agreement between the parties and is contingent upon ratification and approval of the union membership, the Prosecutor, the Essex County Executive, and the Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the parties 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.

set their hands and seals this / day , 2011.

INTERNATIONAL BROTHERHOOD ELECTRICAL WORKERS,

**LOCAL 1158** 

Joseph P. Calabro Business Manager PROSECUTOR OF ESSEX COUNTY

Carolyn A. Murray

Acting Essex County Prosecutor

**COUNTY OF ESSEX** 

Joseph N. DiVincenzo, Jr. Essex County Executive

ATTEST

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.

Essex County Counsel

d-11-0590 9-7-11.

#### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_\_day of August, 2011 by and between the County of Essex (hereafter "County") and the Public Employees Supervisor's Union (Supervisors) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations

Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Negotiations 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
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- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
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set their hands and seals this

29/5 day

August, 2011.

PUBLIC EMPLOYEES SUPERVISOR'S

(SUPERYISORS)

By: Carol Perkins, President

Public Employees Supervisor's

Union (Supervisors)

George Akunna, Executive Vice President

Public Employee Supervisor's Union

(Supervisors)

FOR THE COUNTY

oseph N. DiVincenzo, Jr.

Essex County Executive

Deborah Davis Ford, Clerk of the

Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq. Essex County Counsel

Dolores/PESU- Supervisor - 2011

R-11-059/ 9-7-11

### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_\_day of August, 2011 by and between the County of Essex (hereafter "County") and the Public Employees Supervisor's Union (Administrators) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations

Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Negotiations 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 three (3) years from January 1, 2011 through December 31, 2013.

### 3. Salaries and Compensation

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a

declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

set their hands and seals this

Thay

August, 2011.

PUBLIC EMPLOYEES SUPERVISOR'S (ADMINISTRATORS)

By: Carol Perkins, President

Public Employees Supervisor's

Wnion (Administrators),

George Akanna, Executive Vice President

Public Employee Supervisor's Union

(Admistrators)

FOR THE COUNTY

Joseph N. DiVincenzo, Jr.

Essex County Executive

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.

Essex County Counsel

Dolores/PESU-Supervisor 2011

2-11-0589

#### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_day of August, 2011 by and between the County of Essex (hereafter "County") and the Communications Workers of America, Local 1081- Clericals (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations

Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Negotiations 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to

allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

#### 5. Senior Security Guard

- A. Effective July 1, 2011, after adjusting for the two percent (2%) increase in base pay, the salary range for the title Senior Security Guard will increase by five hundred dollars (\$500.00). Senior Security Guards at the maximum of the range on this date shall have their salary increased by five hundred dollars (\$500.00).
- B. Effective July 1, 2012, after adjusting for the one and one half percent (1 ½ %) increase in base pay, the salary range for the title Senior Security Guard will increase by five hundred dollars (\$500.00). Senior Security Guards at the maximum of the range on this date shall have their salary increased by five hundred dollars (\$500.00).
- C. Effective September 1, 2013, after adjusting for the two percent (2%) increase in base pay, the salary range for the title Senior Security Guard will increase by five hundred dollars (\$500.00). Senior Security Guards at the maximum of the range on this date shall have their salary increased by five hundred dollars (\$500.00)
- 6. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

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713

day

, 2011.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1081 -

**CLERICALS** 

By: David H. Weiner, President CWA Local 1081

Alan Kaufman, Representative

CWA

Dolores/CWA1081Clericals 2011

FOR THE COUNTY

osepl N. DiVincenzo

Essex County Executive

Deborah Davis Ford, Clerk of the

Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.

Essex County Counsel

1-11-0588 9-7-11

### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_day of August, 2011 by and between the County of Essex (hereafter "County") and the Communications Workers of America, Local 1081- Professionals (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations

Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Negotiations 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 three (3) years from January 1, 2011 through December 31, 2013.

### 3. Salaries and Compensation

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
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5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

set their hands and seals this

It day Soft

, 2011.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1081 -PROFESSIONALS FOR THE COUNTY

By: David H. Weiner, President CWA Local 1081

Alan Kaufman, Representative CWA

Dolores/CWA1081 Professionals 2011

Joseph W. DiVincenzo, Jr. Essex County Executive

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

Essex County Counsel

K-11-0629 9-7-11.

#### MEMORANDUM OF AGREEMENT

Agreement made this day of , 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood of Electrical Workers, Local 1158 – Craft Formen (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Memorandum 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

- A) Effective July 1, 2011, a two percent (2 %) 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 July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.
- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.

- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
- 5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and the Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

set their hands and seals this | day 1, 2011.

FOR THE COUNTY

INTERNATIONAL BROTHERHOOD ELECTRICAL WORKERS,

Joseph P. Calabro Business Manager

**LOCAL 1158** 

Joseph N./Di Vincenzo, Jr.

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganell, Esq.

**Essex County Counsel** 

2-11-0767 11-9-11

#### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_\_day of \_\_\_\_, 2011 by and between the County of Essex (hereafter "County") and the International Union of Operating Engineers, Local 68-68A-68B (Public Works - Craft Titles) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Bargaining 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 three (3) years from January 1, 2011 through December 31, 2013.

### 3. Salaries and Compensation

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- g. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- h. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
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- k. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- 1. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a

declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

set their hands and seals this

day

, 2011.

INTERNATIONAL UNION OF OPERATING CRAFT TIPLES

LOCAL 68-68A-68B

Keith Weicker

Assistant Business Representative

Essex County Executive

FOR THE COUNTY

Donald McIlwrath

Shop Steward

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq. Essex County Counsel

Dolores/Engineers Local 68 68A 68B - 2011

### **MEMORANDUM OF AGREEMENT**

Agreement made this \_\_\_\_\_day of \_\_\_\_, 2011 by and between the County of Essex (hereafter "County") and the International Union of Operating Engineers, Local 68-68A-68B (Engineers) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Bargaining 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 three (3) years from January 1, 2011 through December 31, 2013.

### 3. Salaries and Compensation

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
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INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 68-68A-68B

Keith Weicker
Assistant Business Representative

Paul Alfane
Shop Steward

Assistant Board of Chosen Freeholders

Approved as to Form

James R Faganelli, Esq. Essex County Counsel

4-11-0766

#### **MEMORANDUM OF AGREEMENT**

Agreement made this \_\_\_\_\_\_day of \_\_\_\_, 2011 by and between the County of Essex (hereafter "County") and the International Union of Operating Engineers, Local 68-68A-68B (Parks – Craft Titles) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Bargaining 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents

an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

set their hands and seals this

day

, 2011.

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 68-68A-68B

Keith Weicker

Assistant Business Representative

Joseph N. DiVincenzo, J

FOR THE COUNTY

Essex County Executive

James Doherty

Shop Steward

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq. Essex County Counsel

7-11-0568 8-17-11

#### MEMORANDUM OF AGREEMENT

Agreement made this \_\_\_\_\_day of , 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood Electrical Workers, Local 1158 (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations

Agreement which expired on December 31, 2010; and

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

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

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

- 1. The terms of the prior Collective Negotiations 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 three (3) years from January 1, 2011 through December 31, 2013.

#### 3. Salaries and Compensation

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

#### 4. Waiver/Opt-Out

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to

- allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.
- 5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union 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.

set their hands and seals this

day August, 2011.

INTERNATIONAL BROTHERHOOD

ELECTRICAL WORKERS,

**LOCAL 1158** 

Joseph P. Calabro Business Manager FOR THE COUNTY

Joseph N. DiVincenzo, Jr. Essex County Executive

Deborah Davis Ford, Clerk of the Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq. Essex County Counsel

## Certification

I declare to the best of my knowledge and belief that the attached executed collective negotiations agreement(s) and the included subargaining agreement for the term beginning _2011	
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Employer:	and years
County:	uset
Date:	7-13-12
Name:	Polones CAPETOWA Print Name
Title:	art with
	D-1

Signature

# Certification

I declare to the best of my knowledge and belief executed collective negotiations agreement(s) an bargaining agreement for the term beginning	d the included s	d document(s) are t ummary is an accum thru	rue electronic copies of the rate assessment of the collective
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