

1105-0642
8-10-05

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF ESSEX AND PBA LOCAL 382**

The County of Essex (the "County") and the Essex County PBA Local 382 (the "Union"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement and any related Memoranda of Agreement which expired on December 31, 2001:

1. The terms of the prior Collective Negotiations Agreement and related 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 four (4) years from January 1, 2002, through December 31, 2005.
3. Salaries:
 - A. Effective July 1, 2002: 3.5% increase on base.
 - B. Effective July 1, 2003: 3.5% increase on base.
 - C. Effective April 1, 2004: 4% increase on base.
 - D. Effective January 1, 2005: 4% increase on base.
4. Development Fund
 - A. \$450 for officers hired on or prior to 3/31/04.
 - B. \$350 to new employees hired after 4/01/04.
5. Uniform & Safety Allowance: \$800/year.
6. Education Allowance
 - A. Jail employees hired prior to 10/08/97

60 Credits	\$5,427
30 Credits	\$2,714
 - B. Jail employees hired after 10/08/97

60 Credits	\$4,920
30 Credits	\$2,460
 - C. Four (4) year retroactive payment of Education Allowance to Jail employees.

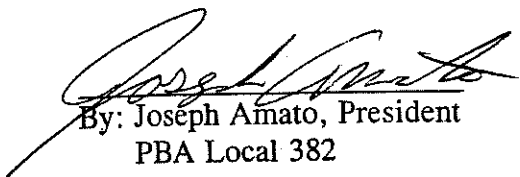
- D. Any employee entitled to the above Education Allowance will continue to receive the above amount.
- E. All Annex employees regardless of hire date and anyone hired after 10/08/97 will receive the following:
- | | |
|------------|---------|
| 60 Credits | \$4,920 |
| 30 Credits | \$2,460 |
- F. Effective 2005 employees possessing a BA Degree will receive an Education Allowance of \$6,050
- G. The education allowance is frozen at the 6 step rate of 60 Credits = \$4,920; 30 Credits = \$2,460, and BA Degree = \$6,050.
7. Shift Differentials. Night shift differential eliminated. Evening shift differential .44 cents/per hour for 2-10 shift upon full ratification. No back pay liability.
8. Increments: Current employees receiving increments on January 1st will continue to do so until they are at maximum. All other employees will receive their increments on their anniversary date.
9. Terminal Leave.
- A. Annex. Anyone designated as an Annex employee as of March 31, 2004 will continue to receive their accumulated sick time on a 1-1 basis upon retirement provided they retire prior to December 31, 2010.
- B. Jail. Anyone designated as a Jail employee as of March 31, 2004 will receive their accumulated sick time on a 1-1 basis upon retirement provided they retire with at least 25 years of service prior to December 31, 2010.
- C. All other Jail and/or Annex employees hired prior to April 1, 2004 and still employed on January 1, 2011 shall receive their accumulated sick time upon retirement on a 1-5 basis.
- D. All employees hired on or after April 1, 2004 shall receive their accumulated sick time upon retirement on a 1-5 basis.
10. Prescription co-pay \$10 Generic and \$15 Brand effective 30 days after ratification.
11. Pending litigation withdrawn with prejudice. UPC/Arbitration Re: \$5 Office Visit Co-Pay.
12. Time Due Days: An employee works a Holiday. They receive 1 Time Due Day. They can either book it or get paid. If they book it after one year it converts to one and a half time due days and they automatically get paid. (THE

TIME DUE DAYS DO NOT ACCUMULATE). Any Time Due Days or Due Days currently on the books when this contract is ratified are subject to the following: The employee will be required to cash in a total of 80 hours each year until the accumulated time due days are exhausted. Time due days will no longer accumulate.

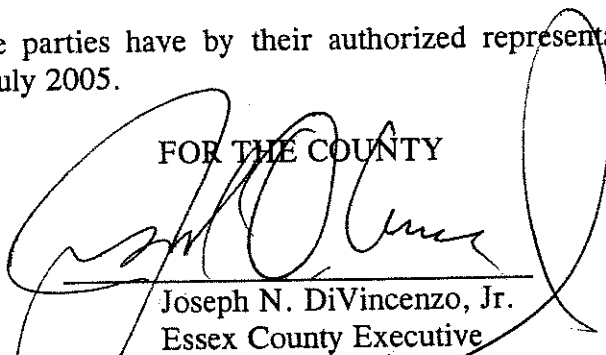
13. Union leave. The Union President shall wear his corrections officer uniform while on the premises of the Essex County Correctional Facility while conducting Union business. The Union President will provide the Warden with a written weekly schedule regarding his 40 hour Union leave time at least one week prior to the start of the work week. The Union President's weekly schedule may be changed provided that the Warden receives advanced written notice from the Union President.
14. 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 part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

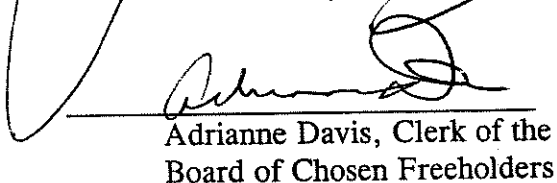
IN WITNESS WHEREOF, the parties have by their authorized representatives, set their hands and seals this ____ day of July 2005.

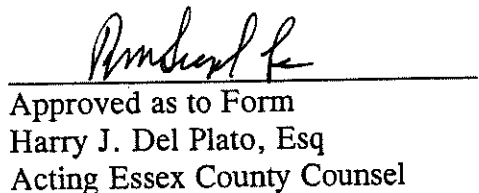
FOR THE UNION


By: Joseph Amato, President
PBA Local 382

FOR THE COUNTY


Joseph N. DiVincenzo, Jr.
Essex County Executive


Adrienne Davis, Clerk of the
Board of Chosen Freeholders


Approved as to Form
Harry J. Del Plato, Esq
Acting Essex County Counsel
