

R-11-0550
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**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- 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

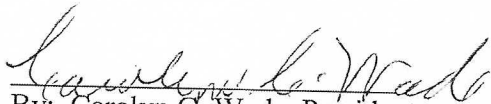
declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

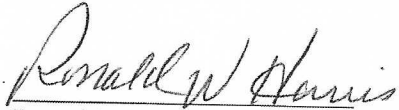
5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County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

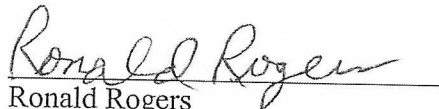
IN WITNESS WHEREOF, the parties have, by their authorized representatives,

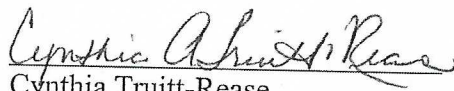
set their hands and seals this day , 2011.

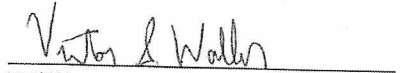
FOR CWA 1040/OEA

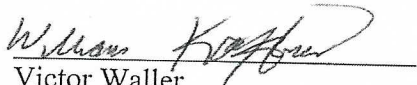

By: Carolyn G. Wade, President
CWA Local 1040

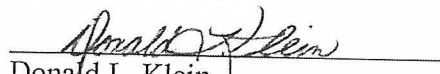

Ronald W. Harris
OEA Branch President


Ronald Rogers
OEA Branch Treasurer

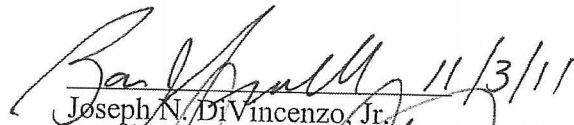

Cynthia Truitt-Rease
OEA Branch Secretary

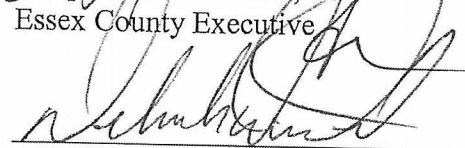

William Kauffman
Local 1040 Staff Representative


Victor Waller
CWA Representative

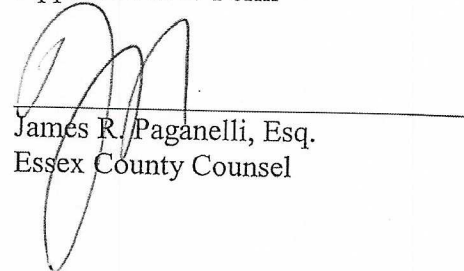

Donald L. Klein
Executive Vice President
CWA Local 1040

FOR THE COUNTY

 11/3/11
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