

KOS-0820
10-19-05

MEMORANDUM OF AGREEMENT
BETWEEN THE ESSEX COUNTY SHERIFF AND
THE ESSEX COUNTY SHERIFF'S SUPERIOR OFFICERS ASSOCIATION,
FOP LODGE 138

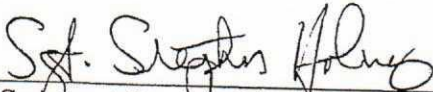
The Essex County Sheriff (the "Sheriff") and the Essex County Sheriff's Superior Officers Association, FOP Lodge 138 (the "Association"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the Collective Bargaining Agreement and any related Memoranda 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. Terms of Agreement:
A four-year Agreement effective January 1, 2002 through December 31, 2005
3. Salary:
The 2001 salary schedule shall be increased by 3.5% effective July 1, 2002; an additional 3.5% effective July 1, 2003; an additional 4% effective April 1, 2004; and an additional 4% effective January 1, 2005. The annual salary increases shall be applied to all steps on the 2001 salary schedule on the above effective dates and shall be retroactive only to the effective dates.
4. Prescription Co-Pays:
The prescription co-pays shall be increased to \$10 for generic drugs and \$15 for name brand drugs to be effective upon full execution of the Agreement. The mail order prescription plan shall be continued.
5. Medical Co-Pays:
The Union shall withdraw, with prejudice, its unfair practice charge Docket No. CO-2004-223 and further agrees that it will not raise the allegation made in this Unfair Practice in any other forum. The county will not increase the health benefit co-payment amounts during this Contract, and the parties agree to negotiate any further increases.


6. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the association membership, the Sheriff, 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 All proposals, whether written or oral, presented by the parties during the course of negotiations are deemed withdrawn and not a part of this Agreement.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.

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

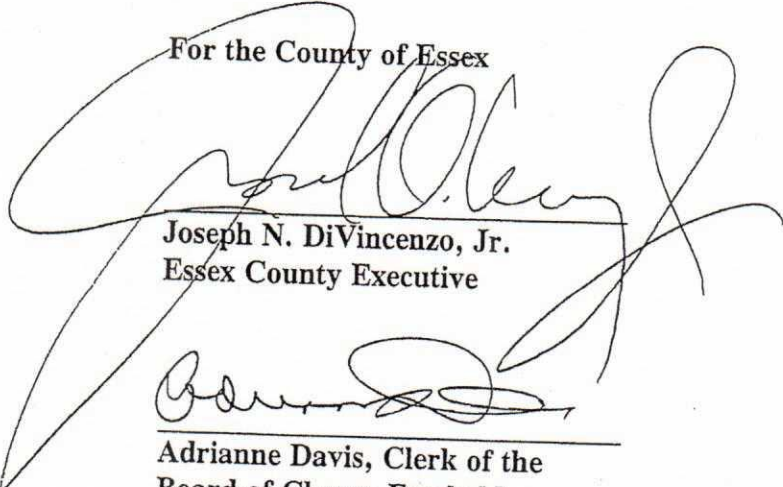
For The Association



Sergeant Stephen Holmes
President
FOP Lodge 138

For the Essex County Sheriff



Armando B. Fontoura
Sheriff

For the County of Essex


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.
Essex County Counsel