

R-10-0677
10-21-10.

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2010 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, 2007; 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, 2008 through December 31, 2010.
3. **Salaries and Compensation**
 - A) Effective January 1, 2008, a one and one-half percent (1 ½ %) 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

January 1, 2008 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective January 1, 2009, a one and one-half percent (1 ½ %) 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 January 1, 2009 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

C) Effective January 1, 2010, a zero percent (0%) across the board increase.

4. **ARTICLE XX. HEALTH INSURANCE COVERAGE** (Revise as follows)

1. The existing Health Insurance and Prescription Program shall remain in effect for the life of this Agreement except as follows:

A) Effective in 2008, the prescription drug plan co-payment will be \$15.00 - \$20.00. The County will continue a mail order prescription program.

B) Effective upon full execution of this Agreement, and for each year thereafter, the Prescription drug co-pays are as follows:

1. **Non-Mail Order**

A. Generics - \$10.00 per thirty (30) day supply.

B. Preferred Brands and Non-Preferred Generics – \$25.00 per thirty (30) day supply.

C. Non-Preferred Brands - \$40.00 per thirty (30) day supply.

2. **Mail Order**

A. Generics - \$15.00 per ninety (90) day supply.

B. Preferred Brands and Non-Preferred Generics
\$37.50 per ninety (90) day supply.

C. Non-Preferred Brands - \$60.00 per ninety (90)
days supply.

C. Effective upon full execution of this Agreement, and for each year thereafter, the County will implement a list of drugs as directed by the County's insurance carrier that require prior authorization due to the drug's potential for serious side effects or the drug's potential for misuse or "off label" use.

D. Employees are eligible to participate in the County's Section 125 Cafeteria Plan.

E. Mandatory second surgical opinion and pre-admission review programs have been implemented. (Second surgical opinion and pre-admission review are more fully explained in Schedule A of the 2005-2007 Collective Negotiations Agreement).

F. **Health Care Coverage**

1. Employees hired after December 31, 1993 shall continue to contribute (co-pay) twenty-five percent (25%) of the cost of health benefits insurance premiums for dependent coverage thru May 20, 2010.

2. Effective May 21, 2010 and thereafter, **all** employees (those hired pre and post December 31, 1993) shall contribute a minimum of one and one-half percent (1.5%) of base salary toward their health benefits cost.

3. Effective May 21, 2010 and thereafter, employees hired after December 31, 1993 who have dependent care coverage shall contribute either one and one-half percent (1.5%) of base salary or twenty-five percent (25%) of the cost of health benefits insurance premiums for dependent coverage, whichever is higher, toward health benefits cost.

4. The parties agree that should an employee voluntarily waive all coverage, including prescription, under the County's Health Care plan and provide an approved Certification to the County that he/she has other health care coverage, the County will waive the one and one-half percent (1.5%) health care contribution for that employee for the period of time the County did not pay for health benefits for the employee.

G. Employees may select any health plan offered by the County. Employees hired after full execution of this Memorandum of Agreement shall not be eligible for Traditional coverage.

2. The County reserves the right to change, without negotiation, the manner in which Health Benefits are provided as long as such benefits are not reduced. The parties agree to establish a joint Union/Management Committee to study and recommend health care programs/benefits for the purpose of controlling cost.

3. The Union shall withdraw, with prejudice, PERC UPC Docket Nos: CO-2008-140 & 2009-229.

4. No change

5. RESIDENCY REQUIREMENT

Effective upon full execution of the Agreement, current and future CWA 1081 employees are required to be or have been bona fide residents of the County of Essex for five (5) years while employed by the County.

6. ARTICLE XVI PAY PRACTICES

1. No change.
2. No change.
3. No change.
4. Effective January 1, 2010, the salary range for the title Security Guard shall be changed to the range used for IBEW 1158 represented title Security Guard. Employees shall be placed on the next highest step above their current salary in the IBEW 1158 range. Effective January 1, 2010, the salary range for the title Senior Security Guard will increase by fifteen hundred dollar (1,500). The Senior Security Guard shall be placed on the next highest step above his current salary.

7. ARTICLE IV. WORK SCHEDULES AND OVERTIME

Effective December 31, 2010, 11:59:59 PM:

1. The standard work week shall consist of thirty-seven (37) and one-half (½) hours per week, inclusive of the forty-five (45) minute lunch break and the fifteen (15) minute break period in the morning.
2. Employees may volunteer to select an approved work schedule other than 8:30 a.m. – 4:00 p.m., with a forty-five (45) minute lunch break and one (1) fifteen (15) minute break during the morning work hours. The alternative working hours must be scheduled between 7:00 a.m. and 8:00 p.m. The approved work schedule change shall be for three (3) month periods. The straight time rate will be paid for

all hours worked. Such requests by employees are subject to the approval of management.

3. Except as set forth in Section 5, any employee who is authorized to work over thirty-seven (37) and one-half ($\frac{1}{2}$) hours per week to forty (40) hours per week may elect to receive payment for straight time at the hourly rate or compensatory time off. Compensatory time must be taken by December 31 of the calendar year earned, or within sixty (60) days, whichever is later. Any employee who is authorized to work in excess of forty (40) hours in any week will be paid time and one-half the hourly rate for those hours in excess of forty (40) hours. The hourly rate shall be the employee's base salary divided by 1,950 hours.
4. A fifteen (15) minute break shall be designated by the Director of the Welfare Division in the morning to all employees of the bargaining unit who work indoors.
5. The existing flex time program for extended office hours will continue as follows:
 - (a) Employees who volunteer and newly hired employees shall be required to work two (2) extended days on Wednesday evenings or two (2) Saturday mornings per pay period. The extended day shall involve an additional three (3) hours and forty-five (45) minutes inclusive of a thirty (30) minute break for a meal. Work on Saturday morning shall include three (3) hours and forty-five (45) minutes inclusive of one (1) fifteen minute rest period.
 - (b) The Administration has the right to designate the weekday for the extended hours coverage.
 - (c) Employees who volunteer or, in the case of newly hired employees, who are assigned to work the extended Wednesday office hours or on Saturday mornings shall:
 - (1) Receive corresponding time off within the same pay period, subject to the approval of the Administration.
 - (2) Earn leave time (personal, sick, vacation) on a pro-rated basis with the extended workday calculated at one (1) and one-half ($\frac{1}{2}$) days and the Saturday morning credited for one-half ($\frac{1}{2}$) day.
 - (d) If an employee who is schedule to work the extended weekday hours is absent, he/she will have utilized one (1) and one-half ($\frac{1}{2}$) days. If an employee is absent on a Saturday morning, he/she will have utilized one-half ($\frac{1}{2}$) day.
 - (e) Newly hired employees shall be required to work the above schedule for one year.

- (f) A newly hired employee shall be defined as an employee who is hired by or transferred to the Division of Welfare after July 13, 2005.
- (g) The flex time program is subject to changes as set forth in present or future legislation.
- (h) All work schedules are subject to the approval of the Administration. The Administration has the unilateral right to set the work schedule, with no employee required to work more than two (2) extended days or two (2) Saturday mornings per pay period.
- (i) In the event that a holiday falls on a Saturday, an employee assigned to work the Saturday will need to reschedule the alternative work hours within that pay period. An employee may elect to work an extended day or to work his/her alternative day off. In the event that a holiday falls on the day an employee is working an extended day, the employee may elect to work on a Saturday or to work on his/her day off.
- (j) The flex time schedule as set forth in Section 5 of this Article may be eliminated at the discretion of the Administration.

8. Article IX. Vacations

Modify Paragraph 6 as follows:

6. Accumulation of Vacation – Vacation time for all employees shall be scheduled and taken within the calendar year it is earned. Effective upon full execution of this Agreement, vacation leave for five (5) or less days upon request of the employee may be carried into the following year but no further, provided said request is received by the Administrative Supervisor or Unit Head between October 1st and October 31st of the year in which vacation is earned. Upon request of the employee, an additional five (5) days of vacation leave may be carried into the following year but no further, provided said request is received between October 1 and October 31, in the office of the Director of Welfare and requires specific written approval of the Director of Welfare. The decision to grant the additional five days is not subject to the grievance procedure. The agency will

acknowledge days to be carried over in the form of a memo. Where in any calendar year the vacation leave or any part thereof is not granted by reason of pressure of work and is documented at the time, such vacation leave or parts thereof not granted shall accumulate and may be carried over to the next succeeding calendar year only, with the approval of the Division of Welfare Director, or his/her designee.

9. **Article VII. Discipline.** Add a paragraph 5.

5. Effective upon full execution of the Agreement and for matters arising after full execution of this Agreement, prior minor disciplinary charges (suspensions or fines of five (5) days or less) greater than five (5) years old cannot be used in a subsequent disciplinary proceeding.

10. 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,

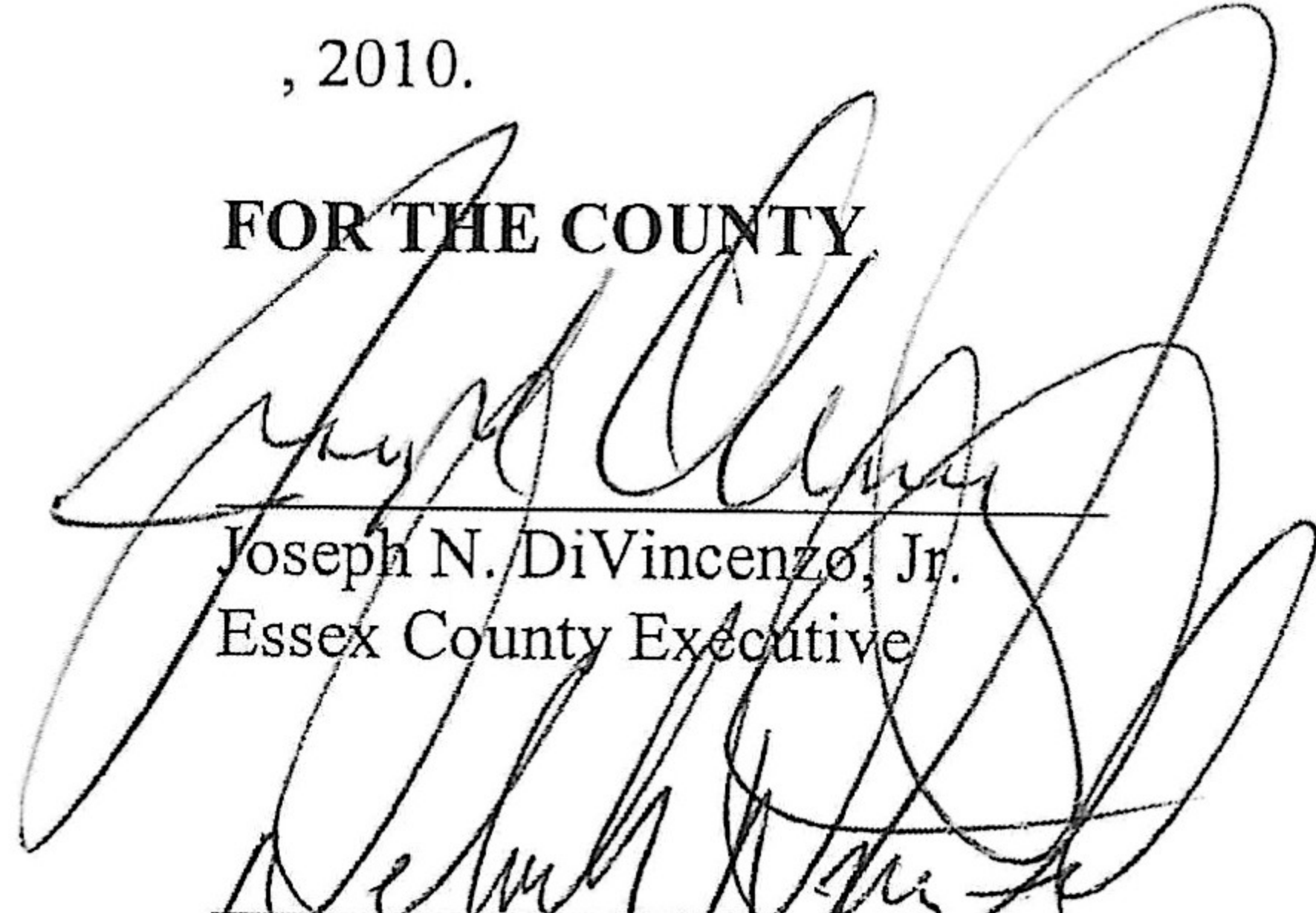
set their hands and seals this _____ day _____, 2010.

FOR THE UNION

FOR THE COUNTY



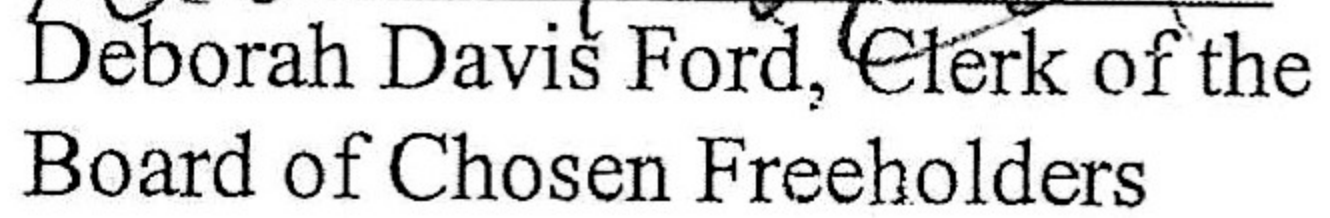
By: David H. Weiner, President
CWA Local 1081



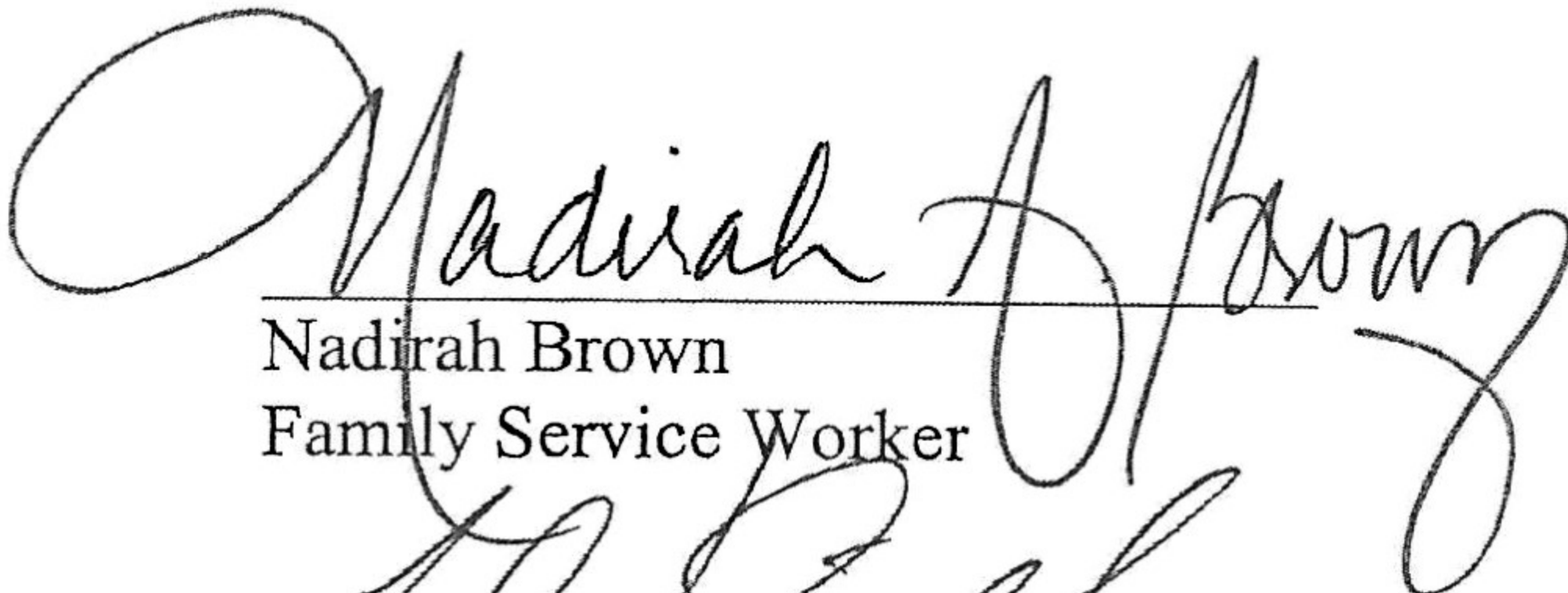
Joseph N. DiVincenzo, Jr.
Essex County Executive



Hemesh Shah
Secretary, Treasurer



Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

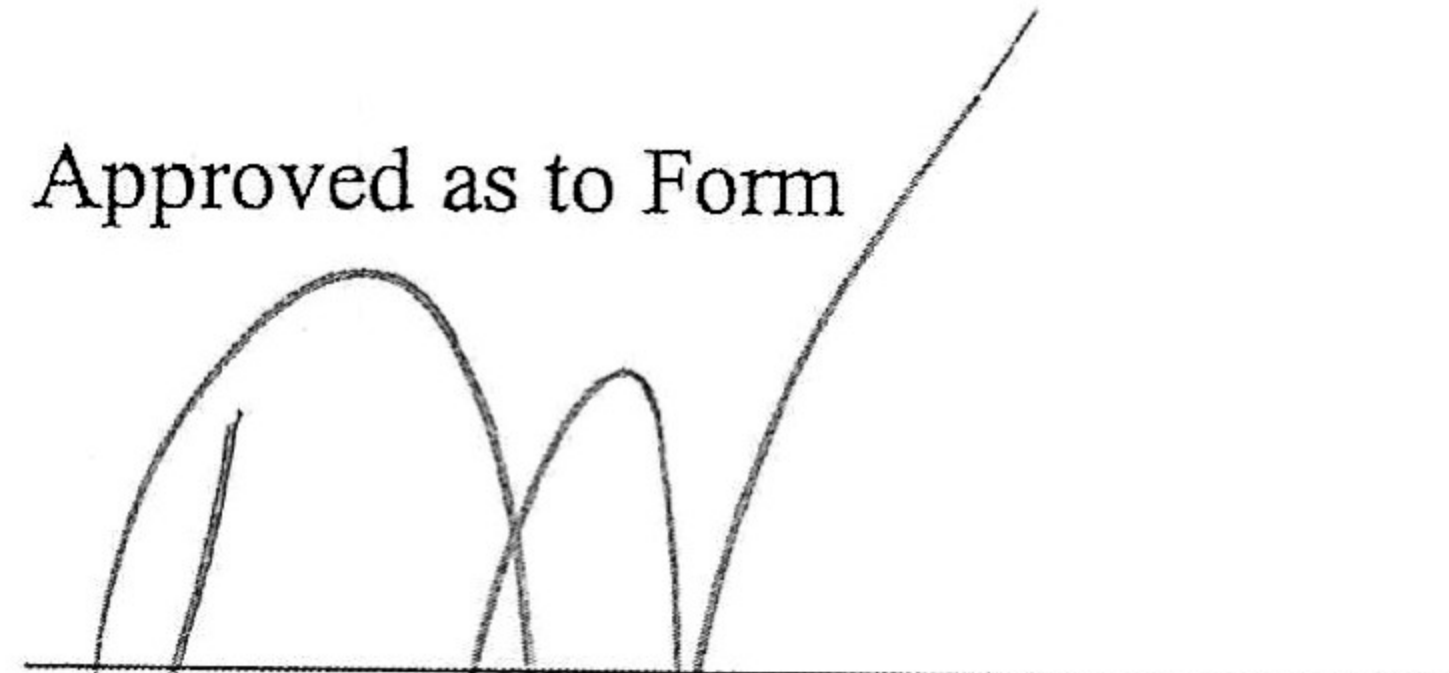


Nadirah Brown
Family Service Worker

Approved as to Form




Fred Riviello
Family Service Worker



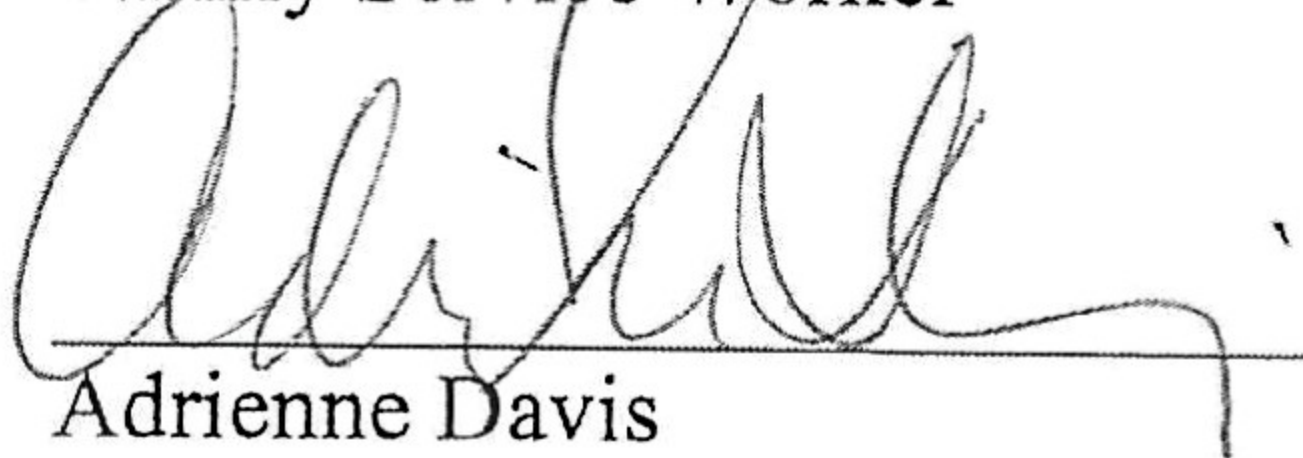
James R. Paganelli, Esq.
Essex County Counsel



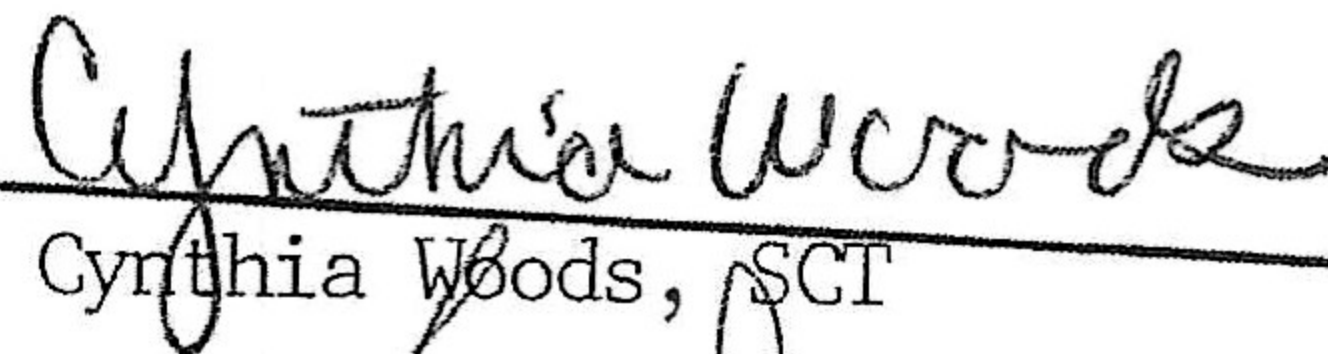
Shawn Williams
Family Service Worker



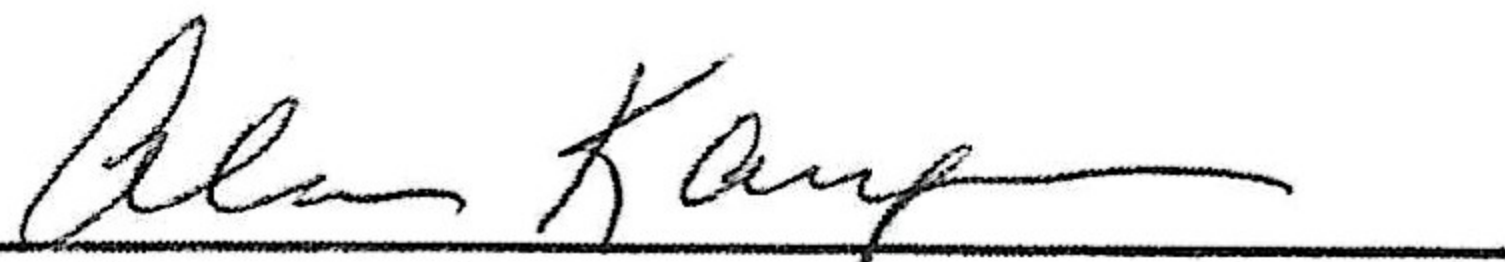
Anna Maksoud, Data Processing Tech.



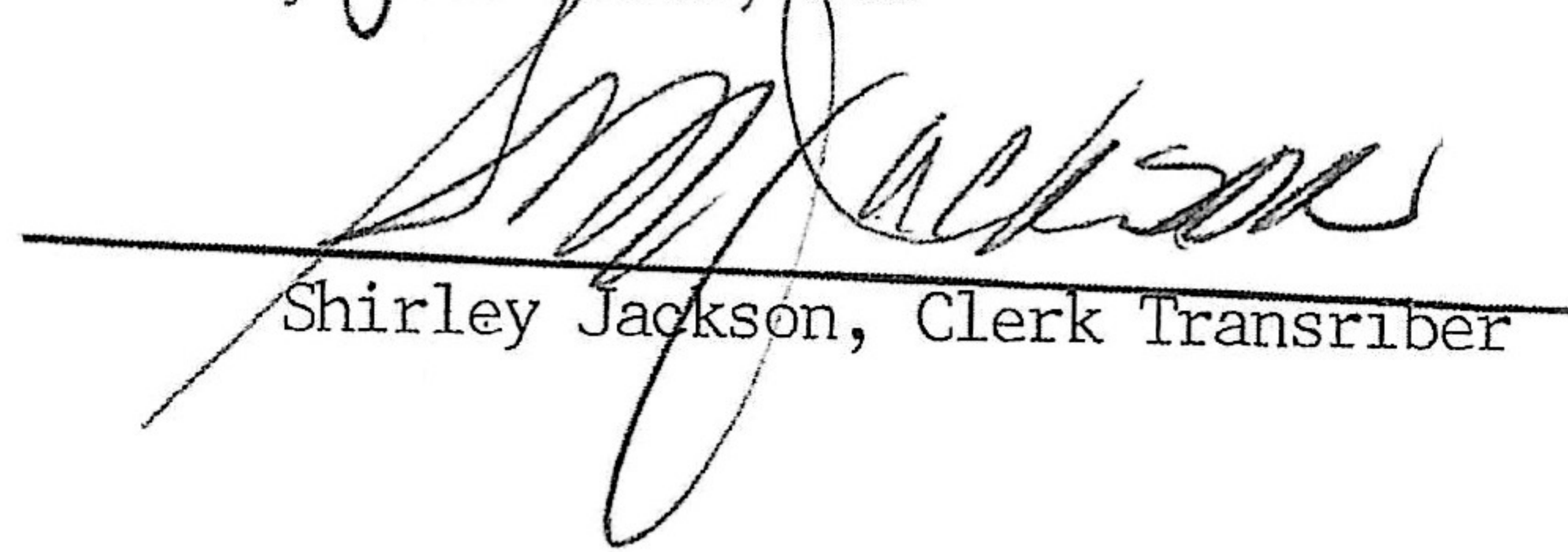
Adrienne Davis
Family Service Worker




Cynthia Woods, SCT



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Shirley Jackson, Clerk Transcriber



Fred Howard, Sr. Photostat Operator



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Essex County Executive

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Essex County Counsel

MEMORANDUM

TO: Joyce Wilson Harley, County Administrator
James R. Paganelli, Essex County Counsel
Anibal Ramos, Jr., Director – Citizen Services
Yvonne Davis, Director – Division of Welfare
Paul J. Hopkins, II – Essex County Treasurer
Anthony Abbaleo, Chief Financial Officer
Alan Abramowitz, Director – Human Resources
Michael Decker, Personnel Officer
Joseph Faccone, Samuel Klein & Company

FROM: Dolores Capetola, Assistant County Counsel *N*

DATE: October 27, 2010

RE: Collective Bargaining Agreement Between the County of Essex
and CWA Local 1081- Clerical Unit
January 1, 2008 through December 31, 2010

Enclosed please find a copy of the above mentioned document, as well as a copy of the accompanying Resolution.

DC/mb
Enc.

cc: David Weiner
Brian W. Kronick, Esq.

Putting Essex County First

ESSEX COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER