

AGREEMENT

BETWEEN

THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS

-and-

**THE COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1075**

[BLUE COLLAR UNIT]

January 1, 2018 through December 31, 2021

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PREAMBLE

This Agreement (“Agreement”) is by and between the Monmouth County Board of County Commissioners (“Employer” or “County”) and CWA Local 1075 (“Union”).

The County endorses the practice and procedure of collective negotiations as a fair and orderly way of conducting relations with its employees insofar as such practices and procedures are appropriate to the function and obligations of the County to operate in a responsible and efficient manner consistent with the paramount interests of the public. It is the intent of this Agreement to provide, where not otherwise mandated by law, for the salary structure, fringe benefits and conditions of employment for employees covered by this Agreement, to prevent interruptions of work, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the laws or regulations of the state of New Jersey.

ARTICLE 1
RECOGNITION

Section 1. The County recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for blue collar employees of the County in the following titles, including variants and senior variants on said titles, but excluding confidential employees, managerial executives, police, clerical, professional and supervisory employees and all others:

HIGHWAY

Body Fender Mechanic	Mechanic
Equipment Operator	Mechanic/Diesel
Security Guard	Mechanic Helper
Heavy Equipment Operator	Truck Driver
Laborer	Storekeeper Auto
Stock Handler	Truck Driver, Heavy

BUILDINGS AND GROUNDS

Building Maintenance Worker	Plumber
Mail Clerk	Truck Driver
Plumber Helper	Electrician Helper
Carpenter	Painter
Electrician	Security Guard
Groundskeeper	Locksmith
Maintenance Repairer	Stock Clerk
Mason	HVAC Mechanic
Boiler Operator	Building Service Worker

TRAFFIC SAFETY/ENGINEERING

Electrician	Traffic Signal Repairer
Traffic Maintenance Worker	Traffic Signal Electrician
Traffic Enumerator	Traffic Sign Tech I/II

FLEET SERVICES

Body Fender Mechanic	Mechanic
Laborer	Truck Driver
Mechanic Helper	Welder

BRIDGE MAINTENANCE

Bridge Repairer	Laborer
Bridge Construction Worker	Painter

SHADE TREE

Tree Climber	Gardener
Tree Trimmer	

Section 2. Any new blue collar title authorized for use by the Employer within the above Divisions may be negotiated for inclusion into the negotiations unit. In the event the Employer and the Union cannot reach agreement on a particular title, then it will remain excluded from the negotiations unit until the final resolution of the dispute by the New Jersey Public Employment Relations Commission (“PERC”).

ARTICLE 2
UNION SECURITY

Section 1. The Employer will give effect to the following form of Union security:

- (a) All present employees who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by payment of the regular monthly dues to the Union.
- (b) At the time of hire, newly hired employees who are within the negotiations unit will be informed by their respective shop steward that they have the opportunity to join the Union.

Section 2. The Employer agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Union. The Employer, after receipt of a written authorization from an individual employee, agrees to deduct from the salary of said employee monthly dues and initiation fees. Such deductions shall be made from the first salary paid during the month. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and the proper amount of initiation fee.

Section 3. The Union agrees to hold the County harmless from any action taken by the County pursuant to the provisions of this Article.

Section 4. The parties recognize that the Workplace Democracy Enhancement Act ("WDEA"), P.L. 2018, c. 15, governs certain areas of their relationship. The parties agree to comply with their mutual obligations under the WDEA to the extent applicable, and as they may be modified by further legislative enactments or rulings of courts or administrative bodies having jurisdiction over the statute's interpretation. See Article 2 (Appendix) on pages 5-8 of this Agreement for the provisions of the WDEA. An agreement between the parties regarding Union orientation sessions for new negotiations unit members is attached hereto as Appendix A.

ARTICLE 2 (APPENDIX)
WORKPLACE DEMOCRACY ENHANCEMENT ACT, P.L. 2018, c. 15

An Act concerning public employment relations, supplementing P.L.1941, c.100 (C.34:13A-1 et seq.), and amending P.L.1967, c.310.

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey:*

C.34:13A-5.11 Short title.

1. This act shall be known and may be cited as the “Workplace Democracy Enhancement Act.”

C.34:13A-5.12 Findings, declarations relative to public employment relations.

2. The Legislature finds and declares that collective negotiations promote labor stability in the public sector and enhance the delivery and avoid the disruption of public services. The Legislature further declares that it is in the public interest to ensure that any employee organization that has been designated as the exclusive representatives of employees in a collective negotiations unit is able to effectively carry out its statutory duties by having access to and being able to communicate with the employees it represents.

C.34:13A-5.13 Access to members of negotiations units.

3. a. Public employers shall provide to exclusive representative employee organizations access to members of the negotiations units.

- b. Access includes, but is not limited to, the following:

- (1) the right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;

- (2) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer’s premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and

- (3) the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

- c. Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an Excel file format or other format agreed to by the exclusive representative employee organization: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1

following the effective date of this act, public employers shall provide exclusive representative employee organizations, in an Excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.

d. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).

e. Exclusive representative employee organizations shall have the right to use the email systems of public employers to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.

f. Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

g. Upon the request of an exclusive representative employee organization, a public employer shall negotiate in good faith over contractual provisions to memorialize the parties' agreement to implement the provisions of subsections a. through f. of this section. Negotiations shall commence within 10 calendar days from the date of a request by the employee organization, even if a collective negotiations agreement is in effect on the effective date of this act. Agreements between a public employer and an exclusive representative employee organization implementing subsections a. through f. of this section shall be incorporated into the parties' collective negotiations agreement and shall be enforceable through the parties' grievance procedure, which shall include binding arbitration. The requirements set forth in subsections a. through f. of this section establish the minimum requirements for access to and communication with negotiations unit employees by an exclusive representative employee organization.

h. If the parties are unable to reach agreement within 30 calendar days from the commencement of negotiations regarding access to and communications with negotiations unit members, the exclusive employee organization or the public employer may file a petition with the Public Employment Relations Commission to resolve the negotiations dispute. Upon receipt of a petition, the commission shall appoint an arbitrator, who shall issue a binding award resolving the parties' negotiations disputes consistent with subsections a. through f. of this section. The commission shall establish a panel of arbitrators to resolve negotiations pursuant to this section and shall promulgate rules to implement this section.

i. For the purposes of this section, "exclusive representative employee organization" means an employee organization which has been designated as the exclusive representatives of employees in a

collective negotiations unit.

C.34:13A-5.14 Certain actions of public employer relative to negotiations unit members prohibited.

4. a. A public employer shall not encourage negotiations unit members to resign or relinquish membership in an exclusive representative employee organization and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to an exclusive representative employee organization.

b. A public employer shall not encourage or discourage an employee from joining, forming or assisting an employee organization.

c. A public employer that violates any provision of subsection a. or b. of this section shall be regarded as having engaged in an unfair practice in violation of subsection a. of section 1 of P.L.1974, c.123 (C.34:13A-5.4), and, upon a finding that the violation has occurred, the Public Employment Relations Commission, in addition to implementing any other remedies authorized by that section, shall order the public employer to make whole the exclusive representative employee organization for any losses suffered by the organization as a result of the public employer's unlawful conduct and any other remedial relief deemed appropriate.

C.34:13A-5.15 Inclusion in negotiations unit.

5. a. All regular full-time and part-time employees of the public employer who perform negotiations unit work shall be included in the negotiations unit represented by the exclusive representative employee organization.

b. Negotiations unit work means work that is performed by any employees who are included in a negotiations unit represented by an exclusive representative employee organization without regard to job title, job classification or number of hours worked, except that employees who are confidential employees or managerial executives, as those terms are defined by section 1 of P.L.1941, c.100 (C.34:13A-3), or elected officials, members of boards and commissions, or casual employees, may be excluded from the negotiations unit. Casual employees are employees who work an average of fewer than four hours per week over a period of 90 calendar days.

c. Employees who are performing negotiations unit work and who are not included in a negotiations unit because they did not meet the threshold of hours or percent of time worked as set forth in a certification of representative, recognition clause or other provision in a collective negotiations agreement, shall be included in the negotiations unit by operation of this act, within 90 calendar days from the effective date of this act.

d. The Public Employment Relations Commission shall promulgate rules to implement this section, including rules to resolve disputes over the inclusion of employees performing negotiations unit work in the appropriate negotiations unit. The rules promulgated by the commission shall provide for the resolution of disputes that arise under this section, within 60 calendar days from the submission of the dispute to the commission by either the exclusive representative employee organization or the public employer.

6. Section 1 of P.L.1967, c.310 (C.52:14-15.9e) is amended to read as follows:

C.52:14-15.9e Deduction from compensation to pay dues to certain employee organizations.

1. Whenever any person holding employment, whose compensation is paid by this State or by any county, municipality, board of education or authority in this State, or by any board, body, agency or commission thereof shall indicate in writing, including by electronic communications, and which writing or communication may be evidenced by the electronic signature of the employee, as the term electronic signature is defined in section 2 of P.L.2001, c.116 (C.12A:12-2), to the proper disbursing officer his desire to have any deductions made from his compensation, for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

Employees who have authorized the payroll deduction of fees to employee organizations may revoke such authorization by providing written notice to their public employer during the 10 days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the public employer shall provide notice to the employee organization of an employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30th day after the anniversary date of employment.

Nothing herein shall preclude a public employer and a duly certified majority representative from entering into a collectively negotiated written agreement which provides that employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative. Such collectively negotiated agreement may include a provision that existing written authorizations for payment of dues to an employee organization other than the duly certified majority representative be terminated. Such collectively negotiated agreement may also include a provision specifying the effective date of a termination in deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the public employer's disbursing officer.

This authorization for negotiation of exclusive dues deduction provisions shall not apply to any negotiating unit which includes employees of any local school district or county college.

As used in this section, dues shall mean all moneys required to be paid by the employee as a condition of membership in an employee organization and any voluntary employee contribution to a committee or fund established by such organization, including but not limited to welfare funds, political action committees, charity funds, legal defense funds, educational funds, and funds for donations to schools, colleges, and universities.

7. This act shall take effect immediately.

Approved May 18, 2018.

ARTICLE 3
UNION BUSINESS/SHOP STEWARDS

Section 1. The Union may name Stewards for each Division, and one (1) Chief Steward. The Union will provide written notification to the Employer of the names of the Chief Steward and each Steward and shall notify the Employer of any changes in designation as they occur.

Section 2. The Chief Steward, or a Steward in the Chief Steward's absence, shall restrict his or her activities to the handling of grievances. He or she shall be allowed a reasonable amount of time for the handling of grievances, but only to the extent it does not neglect, retard or otherwise interfere with his or her work duties or with the work duties of other employees in any manner. A Steward must ask his or her immediate supervisor for permission to investigate and adjust grievances during work hours. Such permission shall not be unreasonably withheld, consistent with the above provisions.

Section 3. Except for processing grievance matters and negotiating contracts, Stewards will not be allowed to transact any Union business on County time. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during their normal work hours.

Section 4. The Union shall be allocated forty (40) hours of paid leave per year for authorized Union business. Leave pursuant to this provision shall be granted upon written authorization submitted by the Union to the Director of the Department of Public Works and Engineering ("Director"), indicating the name or names of the individuals using such leave and when their absence will be required. In order to facilitate scheduling, advance notice of the use of leave time shall be provided at least one (1) week before use.

Section 5. An authorized representative of the Union may have access to the County's facilities on application to the appropriate Division Head. A Union representative shall not

interfere with employees or cause them to neglect their work.

Section 6. The Union shall hold the County harmless against any injuries or accidents that may occur to the Union's authorized representative while he or she is on County property.

Section 7. The Union may hold bi-monthly meetings starting at 2:00 P.M., with specific meeting dates to be proposed by the Union at least two (2) weeks in advance and approved by management, with said approval not to be unreasonably denied.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. It is recognized that the County has and will continue to retain the right and responsibility to direct the affairs of the departments covered by this Agreement in all their various aspects.

Section 2. Among the rights retained by the County are its right to direct the work force; to plan, direct and control all the operations and services of the departments covered by this Agreement; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to set minimum salaries for all covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations (such rules shall be equitably applied and enforced); or to change or eliminate existing methods, equipment or facilities.

Section 3. The exercise of any of the above-noted management rights shall not conflict with any of the express written provisions of this Agreement.

Section 4. The above-noted management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but that may be reasonably exercisable by the Employer.

Section 5. When there is an off-duty call-out for work, management will make an assessment as to whether the assignment requires that more than one (1) employee be assigned for safety purposes, subject to Article 10, Section 3 of this Agreement.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. A “grievance” is defined as a claim by an employee that he or she has been harmed by an interpretation or application of this Agreement.

Section 2. To be considered under this procedure, a grievance must be initiated within five (5) working days from the time when the cause for the grievance occurred.

Section 3. The following procedures shall be the sole means of obtaining adjustment of a grievance. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeals of the decision.

STEP 1. The grievance, when it first arises, shall be taken up between the employee, a Steward, and the employee’s immediate supervisor. The immediate supervisor shall give an oral or a written decision on the grievance within five (5) working days thereafter.

STEP 2. If the grievance is not resolved at Step 1, it shall be reduced to writing within five (5) working days thereafter. The grievance must state the specific provision of the Agreement brought into question and shall be served by the Chief Steward upon the appropriate Division Head. Within five (5) working days thereafter, the grievance shall be discussed between the Division Head and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 3. If the grievance is not resolved at Step 2, the Union shall notify the Director, who shall meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 4. If the grievance is not resolved at Step 3, then the employee may elect to proceed through the New Jersey Civil Service Commission (“Civil Service Commission”), where applicable, or request arbitration under this Step. However, upon selection of either the Civil Service Commission or arbitration under this Step, the choice of the employee becomes exclusive in nature and the employee cannot at a later time use another procedure to settle the grievance. If arbitration is selected, then within ten (10) working days of the decision at Step 3, the grieving party may request PERC to aid the selection of an arbitrator pursuant to its rules and regulations.

Section 4. Any grievance the County may have against the Union shall be reduced to writing and submitted to the Chief Steward, who will promptly arrange a meeting with the Director. If the matter is not satisfactorily settled at the meeting, or within five (5) working days thereafter, the grievance may then be processed through Step 4 of the Grievance Procedure.

Section 5. The arbitrator shall have the power to hear and determine the dispute and issue a final and binding decision, but shall have no authority to change, modify, alter, substitute, add to, or subtract from any of the provisions of this Agreement.

Section 6. The parties shall equally share the arbitrator's fees and expenses, but all other costs shall be borne solely by the party incurring them.

Section 7. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

ARTICLE 6
SALARY

Section 1. There shall be a 2.50% increase in base pay for all employees in the negotiations unit effective January 1, 2018.

Section 2. There shall be a 2.50% increase in base pay for all employees in the negotiations unit effective January 1, 2019.

Section 3. There shall be a 2.50% increase in base pay for all employees in the negotiations unit effective January 1, 2020.

Section 4. There shall be a 2.50% increase in base pay for all employees in the negotiations unit effective January 1, 2021.

Section 5. Additionally, in recognition of the unique and specialized duties of the members of this negotiations unit, which require employees to at times perform their work in extremely challenging conditions, there shall be an additional increase of \$800.00 in base pay to each negotiations unit member on January 1 of each year of the Agreement, which shall be implemented before the annual base pay percentage increase. This annual increase shall not survive the expiration date of this Agreement.

Section 6. Employees must be on the payroll as of the date a Memorandum of Agreement (“MOA”) accepting the terms set forth in this Article was ratified by the Union’s membership to be eligible for any retroactive salary payments. Retroactive pay shall be paid within sixty (60) days after the MOA is both ratified by the Union’s membership and adopted by the Board of County Commissioners.

Section 7. All entry-level starting salaries (but not including promotional level salaries) shall increase by \$650.00 per year during the term of this Agreement, except for those entry-level positions that require a Commercial Driver’s License (“CDL”). The starting salary for

entry-level positions that require a CDL shall be increased to \$30,150.00 on January 1, 2018. Employees in such positions who receive an increase to their salaries as a result of these increased minimums shall not also be entitled to the annual \$800.00 base pay increase provided in Section 5 of this Article. However, starting on January 1 following their first calendar year of employment, they shall be entitled to the annual salary increases to base pay provided in Sections 1 through 4 of this Article.

Section 8. Employees assigned to the Monmouth County Correctional Institution as a regular duty post, during the time of such assignment, shall receive pay calculated upon their base salary plus an annual stipend of \$2,000. This shall not be a cumulative adjustment and such additional compensation will be removed when the assignment ends.

Section 9. The County shall pay stipends to employees for holding certain licenses and certifications exclusively as set forth on page 4 of the 2015-2017 MOA, attached hereto as Appendix B.

Section 10. Employees who are required to carry cell phones and also required to be on-call during off-duty hours shall receive an additional \$1.00 per hour for the time of each assignment, in lieu of any other payment for being on-call.

Section 11. Should the County generally grant a longevity program to its unrepresented employees, negotiations will be re-opened on application of such a longevity program to this negotiations unit. This provision shall not apply should the County grant a longevity plan where binding interest arbitration applies or if longevity is given in lieu of a wage increase.

Section 12. Effective January 1, 2016, the County is permitted to change the pay cycle so that an employee's annual salary will be paid in 24 semi-monthly installments.

ARTICLE 7 **SENIORITY**

Section 1. Seniority is defined as an employee's total length of service with the County, beginning with the last date of hire.

Section 2. Seniority in classification will be considered in transfers and reassignments in accordance with Civil Service Commission regulations, though the County shall have the final authority to reassign or transfer an employee as work load dictates. Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation scheduling when the ability to perform the work required is equal, as determined by the Employer.

Section 3. An employee discharged while serving a provisional or temporary appointment, or released at the end of a working test period, shall not have recourse to the Grievance Procedure set forth in Article 5 of this Agreement and must instead utilize the Civil Service Commission's procedures to appeal the discharge or release.

Section 4. The Employer will post notices of job vacancies and newly created positions in all work locations for three (3) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Chief Steward. The filling of such vacancies and positions shall be subject to Civil Service Commission regulations. Each interested employee shall be interviewed by an appropriate representative of the Employer, and if not selected to fill the vacancy or position will be given the reason for that decision.

Section 5. If a reduction of force becomes necessary, it shall take place in accordance with Civil Service Commission regulations.

Section 6. The County shall maintain a seniority roster showing each employee's date of hire, classification and pay rate and shall provide it to the Union upon reasonable request. If such a roster is provided, the Union shall have forty-five (45) days thereafter to notify the

Employer, in writing, of any objections to its accuracy. In the absence of any such objections, the roster shall be deemed accurate for all purposes under this Agreement.

ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall consist of forty (40) hours or five (5) consecutive eight (8) hour days. Normal work days shall be Monday through Friday, except for those employees assigned to twenty-four (24) hour per day, seven (7) day per week operations and those who may be scheduled for a work week on any five (5) eight (8) hour days within a week.

Section 2. All employees shall receive time and one half (1 and ½) pay for all hours worked in excess of eight (8) hours in any day, or in excess of forty (40) hours in any given week. All employees shall be compensated at one and one-half (1 and ½) times the regular hourly rate of pay for work performed on Saturdays [or sixth day of work] or Sundays [or seventh day of work].

Section 3. Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked, but this overtime payment shall not apply to any of the hours of the normal shift.

Section 4. All employees are expected to perform a reasonable amount of overtime. The County recognizes it may be inconvenient for individual employees to work overtime and will give due consideration to each request for relief from overtime work. However, the parties agree that the Employer shall be the sole judge as to the necessity for overtime work.

Section 5. Overtime shall be distributed as equally as practicable among employees qualified and capable of performing the work available.

Section 6. In the event an employee is called back to work after the completion of a normal work shift, the employee shall be entitled to a minimum of three (3) hours pay at the overtime rate.

Section 7. Employees shall be granted no more than a fifteen (15) minute break in the

morning and no more than a fifteen (15) minute break in the afternoon without loss of pay. The scheduling of breaks shall be the responsibility of the appropriate Division Head or designee.

Section 8. With the exception of emergencies, crew assignments will be altered whenever the ambient temperature exceeds ninety-five (95) degrees. Activities requiring extended labor support, such as grass cutting, road repairs, bridge and railing reconstruction, and so forth, will be altered to tasks that are less heat-sensitive. Work assignments that are conducted using vehicles with air conditioning will continue, as necessary.

Section 9. Management has the prerogative to unilaterally change work shifts or schedules with two (2) weeks advance notice for any special projects (e.g. gypsy moth spraying, line striping).

ARTICLE 9
OUT OF TITLE PAY

Section 1. An employee who is authorized by his or her immediate supervisor to perform the functions of a higher position shall receive additional compensation equal to six percent (6%) of base pay or the minimum rate for the higher classified position, whichever is higher. This additional compensation shall be paid provided the employee assumes these duties and performs them for a period of one (1) day or more. Once an employee works the required day, he or she will receive compensation at the higher rate for the total hours worked. The Employer will not unreasonably curtail higher position assignments to avoid this provision.

Section 2. Employees assigned to a higher classification during a declared snow emergency shall be compensated at the higher rate on an hour-for-hour basis.

Section 3. A trade employee who is authorized by an immediate supervisor to perform the functions of another trade shall receive additional compensation equal to six percent (6%) of base pay. This additional compensation shall only be paid provided the employee assumes these trade duties and performs them for a period of at least thirty (30) consecutive working days. Once an employee works the required thirty (30) consecutive working days, he or she will receive compensation at the higher rate for the total hours worked.

ARTICLE 10
SUPERVISORS PERFORMING UNIT WORK

Section 1. Supervisory employees ordinarily shall not perform work on any hourly-rated job, but will be permitted to do so in the following situations:

- (1) Emergencies;
- (2) When regular employees are not available for a period not exceeding two (2) hours;
- (3) To instruct employees;
- (4) When relieving regular employees during a lunch or relief period, but only when regular employees are not available;
- (5) When starting and testing new equipment or processes.

Section 2. Due to the nature of the work, a supervisory or technical employee at any time may operate equipment to check the accuracy or results previously obtained, or to speed up the obtaining or results in order to prevent any undue delay.

Section 3. Emergency call-outs. Whenever feasible, two (2) employees will be called out for after-hours emergencies. If two (2) negotiations unit employees are not available, a supervisor will be utilized so that two (2) County employees are able to respond to each call-out.

ARTICLE 11 **UNIFORMS**

Section 1. Each year, the County will provide each employee with five (5) short sleeve shirts and five (5) long sleeve shirts with the County logo. Should an employee damage these shirts, it is his or her responsibility to replace them. In addition, the County will provide each employee with a pair of OSHA-compliant footwear on an as-needed basis, but at least one (1) pair per year. It is the employee's sole responsibility to purchase any other necessary clothing and to maintain that clothing while employed by the County. Starting no later than January 1, 2017, in lieu of the foregoing, the County will provide employees with full uniforms and a uniform maintenance service, with exact provisions and start date to be determined by management following consultation with the Union.

Section 2. The County reserves the right to modify its uniform-related practices on reasonable notice to the Union and upon further consultation with the Uniform Committee established by Article 19 of this Agreement.

Section 3. If an employee reports to work but is not wearing the required uniform or safety equipment, he or she may be sent home for the day without pay, and may be subject to further disciplinary action.

Section 4. Dress Code: All County employees are representatives of the County and the Board of County Commissioners. As such, all clothing shall be clean and presentable when an employee reports for work. If extremely dirty or oily work is anticipated, appropriate coveralls or protective clothing shall be worn. In general, solid colored long pants, blue dickies or jeans are to be worn unless otherwise directed by the employee's unit supervisor. Solid colored shirts, jackets, coats or tee shirts are acceptable and logo shirts, when supplied by the County, are to be worn unless otherwise directed by management. All shirts, jackets and outerwear must be

appropriate for County employees. No objectionable graphics, sayings, obscene language or other inappropriate signs or symbols will be tolerated. Footwear issued by the County shall be OSHA-approved and worn during work hours. Other safety equipment, such as hard hats, Tyvek suits, rain gear, heavy duty coveralls or bib overalls, and so forth, will be supplied by the County through individual unit supervisors and/or management.

At such time as the County begins to provide employees with full uniforms and a uniform maintenance service pursuant to Section 1, above, employees will be required to follow any additional dress code requirements to be determined by management following consultation with the Union.

ARTICLE 12 **HOLIDAYS**

Section 1. The following days are recognized paid holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. To be eligible for holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday, unless that day is an excused absence with pay or there are extenuating circumstances stated in writing and subject to the Employer's approval.

Section 2. Employees who are recalled to work duty on any of the above holidays shall be paid at the rate of one and one-half (1 and ½) times the employee's regular rate for each hour worked. Employees who are assigned to twenty-four (24) hours per day, seven (7) days per week operations, and those who may be scheduled for a work week of any five (5) eight (8) hour days within a week, shall be paid at two and one-half (2 and ½) times their regular salary, which shall include the eight (8) hours pay for their regular shift assignment plus a premium of one and one-half (1 and ½) times their regular straight time rate for each hour worked. The provisions of this Section shall apply only to those holidays listed in Section 1 and shall not apply to those days on which other County employees are released from work early because of weather emergencies.

Section 3. If a holiday falls on a Saturday, it will be celebrated and compensated on the Friday preceding the holiday. If a holiday falls on a Sunday, it will be celebrated and compensated on the Monday following the holiday.

Section 4. If a holiday falls within an employee's vacation period, the employee shall receive an additional vacation day to be scheduled at the Employer's discretion.

Section 5. On days when all County offices are closed because of weather or other emergency, the following wage rates shall apply during the duration of the closure:

- (a) If all County offices are closed for the full day from 9:00 a.m. until 4:30 p.m., any negotiations unit employee working during the closure will receive two (2) times his or her regular wage for all hours actually worked.
- (b) If all County offices are closed after 9:00 a.m., or for less than a full day, each negotiations unit employee working on that day will be paid two (2) times his or her regular wage rate for all hours actually worked between the time the County offices are closed and 4:30 p.m., or until such time as the closure is ended. All other hours worked on that day shall be paid at the rate called for in this Agreement.
- (c) This section shall not apply if less than all County offices are closed.

ARTICLE 13
VACATIONS

Section 1. The Employer will grant employees paid vacation leave in accordance with the following schedule:

- (a) One (1) working day per month worked during the first calendar year of employment.
- (b) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service earned at one (1) day per month.
- (c) Fifteen (15) working days per year beyond five (5) years and up to and including twelve (12) years of service earned at the rate of one-and-one-quarter (1 and $\frac{1}{4}$) days per month.
- (d) Twenty (20) working days per year beyond twelve (12) years and up to and including twenty (20) years of service earned at the rate of one-and-two-third (1 and $\frac{2}{3}$) days per month.
- (e) Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth (2 and $\frac{1}{12}$) days per month.

Section 2. Employees will be credited for a year of service in determining time served for their vacation time accrual no matter when during the year an employee began his or her employment. This will not apply retroactively to vacation leave entitlements under the prior practice for 2013 or earlier years.

Section 3. Any additional vacation days generally granted to all other County employees by the Board of County Commissioners shall also be granted to negotiations unit employees.

Section 4. Vacations shall be taken between January 1st and December 31st inclusive, with the following specialized rules to apply:

- (a) Supervisory employees will not be considered when determining how many employees may be on vacation at one time.
- (b) Division of Highway: Functional crews must be maintained at all times. Therefore, the number of personnel on vacation at any one time may be limited by management as needs dictate.

- (c) Division of Shade Tree: Employees will not be granted vacation during the months of May and June.
- (d) Division of Bridges: Functional crews must be maintained at all times, therefore, the number of personnel on vacation at any one time may be limited by management as needs dictate.

Section 5. Vacation schedules will be posted in each department or district on January 2nd of each year to allow employees to schedule their vacations according to seniority.

Section 6. Vacations of five (5) days or more shall be posted on the crew vacation schedules as soon as known. Every effort shall be made to arrange vacation schedules so as to not cause crew shortages. Individual vacation days can be arranged so long as scheduling is done in advance with the crew supervisor.

ARTICLE 14

LEAVES

Section 1. Sick Leave. Sick leave is defined as an employee's absence from his or her post of duty because of illness, accident, exposure to contagious disease, or attendance upon a seriously ill member of the employee's immediate family requiring the employee's constant care. Eligible employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.
2. One and one-quarter (1 and ¼) days per month worked during each year thereafter.

Unused sick leave will accumulate from year to year.

The Employer may require proof of illness, accident, exposure to contagious disease or attendance upon a seriously ill member of the employee's immediate family. Any proof of illness shall be fully descriptive of the condition that required absence from work and must include a consent provision to provide an Employer-designated doctor the right to request and review supporting treating doctor records to verify the illness.

Section 2. Personal Days. An employee is entitled to three (3) days leave per year for the transaction of personal business upon prior written notice and approval of the Employer. Such leave does not accumulate from year to year. Approval of personal leave shall not be unreasonably withheld, however, such days may be withheld on the day before or following any paid holiday or vacation day, except in extenuating circumstances.

Section 3. Bereavement Days. Employees shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, domestic or civil union partner, sibling, child or step-child. Employees shall be granted three (3) days off with pay in the event of the death of a parent-in-law, grandparent, grandchild or other member of an employee's immediate

household. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

Section 4. Jury Duty. Employees shall be given time off without loss of pay when they are performing jury duty; when summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless it is as a party to the litigation in a matter unrelated to their capacity as an employee or officer of the agency; or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor of New Jersey or the President of the United States. A copy of the subpoena or order to appear must be furnished to the Employer prior to the absence.

Employees serving on jury duty shall be entitled to receive from the County their usual compensation for each day of jury service, however, any compensation received by an employee while receiving full pay from the County while on jury duty shall be endorsed by the employee to the County Treasurer, as required by N.J.S.A. 2B:20-16.

Section 5. Supplemental Compensation. Upon an employee's death, the County shall pay supplemental compensation to the employee's estate in the amount of one-half (½) of the employee's earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of employment prior to the date of death, but not to exceed \$15,000 or such higher amount as the County may hereafter adopt by resolution.

Section 6. If any full-time employee uses no sick time in any given calendar year, that employee will receive one (1) additional personal day in the following calendar year. Any usage of sick leave during a day, even if the employee is not out of work for the full day, shall be counted as a sick day for calculating eligibility for this benefit.

ARTICLE 15
BULLETIN BOARD

Section 1. The County will provide bulletin board space for the Union to post formal notices of meetings, elections, the names of representatives and officers of the Union, and other general matters concerning the business of the Union.

Section 2. All such notices shall be presented to and reviewed by the Employer prior to posting.

ARTICLE 16
HEALTH BENEFITS

Section 1. It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. The portion of the premium cost for which the employee shall be responsible shall be in accordance with the rates set forth in P.L. 2011, Chapter 78. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

Section 2. The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium cost for which the employee shall be responsible shall be in accordance with the rates set forth in P.L. 2011, Chapter 78. Such employee contributions shall be deducted pre-tax and placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

Section 3. The provisions of Freeholder Resolution #94-267 shall continue to apply, and the County's traditional indemnity medical insurance program shall neither be offered nor available to employees hired on July 1, 1994 or thereafter. Freeholder Resolution #94-267 and a related sidebar agreement, dated March 26, 2007, are attached hereto as Appendix C and D, respectively, to this Agreement.

Section 4. The County shall provide a dental allowance in the amount of \$600 per year per employee for the Union-sponsored dental plan. The Union shall provide the County with a

certified list of all employees who are actually enrolled in the plan as of December 31, 2012 and agrees that any future payments by the County into the plan after that date will require proof of an employee's actual enrollment in the plan.

Section 5. Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly, except for those part-time employees hired by the County prior to January 1, 2016, who shall continue to receive health benefit coverage if they work, and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Temporary employees are not eligible for these benefits.

Section 6. Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The terms and conditions of an employee's entitlement to any enhanced benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

Section 7. The parties agree that where there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the County may test that person. Any such test will be conducted in accordance with the specimen collection policy procedures set forth in the CDL substance abuse testing policy as adopted by the County by formal resolution.

Section 8. Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented

for purposes of collective negotiations. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees, or the following:

Non-Mail Order

Retail (brand)	\$20.00 (current \$20.00)
Generics	\$10.00 (current \$5.00)

90 days Mail Order

Retail (brand)	\$15.00 (current \$15.00)
Generics	\$5.00 (current \$0.00)

Section 9. A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached hereto as Appendix E to this Agreement.

ARTICLE 17
SEPARATION, DISCHARGE AND DISCIPLINE

Section 1. An employee's separation from service may result from a voluntary resignation or if the Employer terminates the employee's services. An employee who wishes to resign from County employment shall notify the County, either verbally or in writing, at least two (2) weeks prior to the resignation's effective date in order to be recorded as having resigned in good standing. This notification should provide the date and reason for leaving County employment. The Employer may accept a resignation with less than two (2) weeks' notice, but has the discretion whether or not to record it as a resignation in good standing.

Section 2. When an employee is suspended or removed from employment, the County will notify the Union unless the affected employee directs otherwise.

Section 3. Written warnings and oral reprimands reduced to writing will be removed from an employee's file after one (1) year, provided there is no other discipline during that period.

ARTICLE 18
VETERANS AND VOLUNTEER RIGHTS AND BENEFITS

Section 1. The seniority rights of employees who enlist in the United States military or are drafted pursuant to law shall be maintained during the period of military service. All such employees shall have the right to reinstatement to their former position or to a position of equal status at the salary rate previously received, along with all salary increases granted by the Employer to that employee's previous position during the period of military service.

Section 2. A veteran shall be reinstated to his or her County employment upon application, which shall be made within ninety (90) days after honorable discharge from service. This clause shall be subject to all pertinent and applicable provisions of law.

Section 3. An employee in the United States military reserve who is called to active duty shall maintain his or her seniority rights and shall be entitled to pay in the amount of the difference between his or her service pay and eight (8) hours straight time pay for time lost.

Section 4. The Employer will grant time off from work with pay for an employee who is a member of a volunteer fire company, first aid or rescue squad that is located in the municipality where the employee is assigned to work, when that employee is called to respond to an alarm occurring in that municipality during the hours of employment.

ARTICLE 19
COMMITTEES

Section 1. A joint Union and County Safety and Health Committee shall be established to review safety and health issues affecting employees within the negotiations unit. Each party shall designate up to four (4) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall include the expected agenda.

Section 2. A joint Union and County Uniform Committee shall be established to review uniform issues affecting employees within the negotiations unit. Each party shall designate up to four (4) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall include the expected agenda.

ARTICLE 20
GENERAL

Section 1. The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership or union activity, in compliance with all applicable federal and state statutes, rules, and regulations. No employee shall be discriminated against or transferred because of legal Union activities.

Section 2. If the Employer does not promote an employee from an approved list, it shall provide that employee with the reason for its decision.

Section 3. Any resolutions of the Board of County Commissioners or other published County policies affecting the terms and conditions of employment of employees within the negotiations unit shall be provided to the Union, through its President, within seven (7) business days after the resolution is adopted or the policy is published.

Section 4. A CDL is required for the performance of certain job functions identified by the Employer, and accordingly, employees in such designated classifications shall be required to obtain a CDL. The County shall pay for the cost of this license, including any renewal cost.

Section 5. The County will look to establish higher level titles in the Divisions of Buildings and Grounds, Traffic/Engineering, and Shade Tree, subject to Civil Service rules and regulations.

ARTICLE 21
FULL BARGAIN PROVISION

Section 1. This Agreement represents and incorporates the complete and final understanding of statements by the parties on all bargainable issues that are subject to and could have been subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties when they negotiated or signed this Agreement.

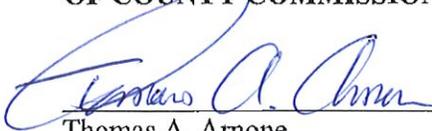
ARTICLE 22
DURATION

This Agreement shall be effective January 1, 2018 and shall continue in force and effect until December 31, 2021.

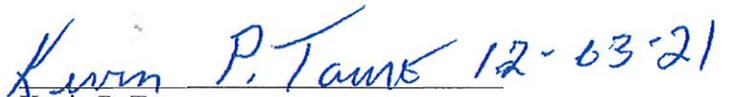
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this ____ day of _____, 2021.

**MONMOUTH COUNTY BOARD
OF COUNTY COMMISSIONERS**

CWA LOCAL 1075



Thomas A. Amone,
Director



Kevin P. Tauro,
President



Teri O'Connor,
County Administrator

APPENDIX A

AGREEMENT

between

THE COUNTY OF MONMOUTH

-and-

CWA LOCAL 1075

This Agreement ("Agreement") is entered into this 29th day of September, 2021, and is by and between the County of Monmouth ("County") and CWA Local 1075 ("Union").

RECITALS

WHEREAS, the Union represents several negotiations units at the County, including (1) certain Blue Collar employees at the Department of Public Works and Engineering; (2) certain employees at the Division of Transportation (SCAT); (3) certain employees at the Mosquito Control Division; (4) certain employees of the Monmouth County Sheriff's Office, Division of Communications; and (5) certain employees of the Monmouth County Park System; and,

WHEREAS, a dispute has arisen regarding the implementation of certain provisions of the "Workplace Democracy Enhancement Act," P.L. 2018, c. 15, more specifically, N.J.S.A. 34:13A-5.13(b)(3), which provides that the Union has the right to promptly meet with newly hired employees to discuss Union-related matters during working hours; and,

WHEREAS, the Union has filed an action with the Public Employment Relations Commission ("PERC") under docket number WD-2020-001 seeking arbitration over this dispute; and,

WHEREAS, the parties have reached a resolution on a fair and reasonable procedure to allow for the requested Union meetings in a manner that does not unduly disrupt County operations, and wish to memorialize same in the Agreement.

NOW, THEREFORE, the County and Union agree as follows:

1. Monmouth County will allow CWA 1075 leadership the opportunity to meet with new hires who are covered by a CWA 1075 negotiations unit contract on the first full day of employment immediately following the new hire orientation day. The Union shall meet with these new hires at 2:15 P.M. for up to a 45 minute period. A copy of the 2021 orientation schedule is attached hereto as Exhibit A.
2. The newly hired employee will be given paid leave to attend the meeting, as will one (1) steward from each separate CWA 1075 negotiations unit that has a newly

hired employee participating in the meeting. The meeting shall be mandatory for all newly hired employees within a CWA 1075 negotiations unit.

3. If the Union chooses to meet at 2:15 P.M., and a newly hired employee and the Union wish to extend their discussions past 3:00 P.M., they may voluntarily do so but any such time shall be unpaid. The newly hired employee shall not be required to stay past 3:00 P.M. The County will ensure that the meeting location is available until at least 3:30 P.M. for the Union's use.
4. The meeting shall take place at the Public Works and Engineering conference room at 250 Center Street in Freehold or other mutually agreeable location. Newly hired employees shall be given adequate time to travel to Freehold for the meeting if they are not already on-site. The privacy of the meeting will be ensured by the County.
5. The meeting will be rescheduled only if both parties agree to same and it is for compelling reasons. Further, it must be rescheduled as soon as possible which shall not be later than five (5) business days except in an emergency situation.
6. Monmouth County agrees that newly hired employees shall not make any binding decision regarding their dental benefits until the Union has had the opportunity to discuss these issues with the newly hired employees at the meeting.
7. This Agreement shall be applicable to the CWA 1075 Blue Collar, SCAT, Mosquito Control and Police Communication Units. As the Monmouth County Park System and Union have reached a separate accommodation regarding Union meetings for new employees, this Agreement shall not be applicable to the CWA 1075 Park System Unit.
8. The parties agree to provide this Agreement to Arbitrator Robert Gifford and advise that this aspect of the dispute precipitating the Union's filing of WD-2020-001 has been fully and finally resolved (subject to implementation of its terms in good faith). The Arbitrator will retain jurisdiction over any remaining areas of dispute.
9. The parties agree that this settlement shall be non-precedential, is limited to specific, unique facts and circumstances, and is not intended to create a past practice nor shall it be binding with respect to any other County employee or negotiations unit.

For CWA Local 1075:

Kevin P. Taurio
Dated: 9-29-2021
C.W.A. 1075 Pres.

For the County of Monmouth:

Alvin Steven Kleinman
Dated: 9/29/21 Special County Counsel

APPENDIX B

ATTACHMENT A – REVISED STIPENDS EFFECTIVE JANUARY 1, 2016
(Modifying Article 6, Section 6 of the CNA)

1. Master Plumber: \$2,500
 2. Master Electrician: \$2,500
 3. ETEP or Diesel Emissions (employees are only eligible for one stipend regardless of whether they hold more than one such certification): \$250
 4. Freon: \$250
 5. Black Seal/LPL/HPL (employees are only eligible for one stipend regardless of whether they hold more than one such certification): \$250
 6. Certified Tree Expert: \$500
 7. Pesticide Applicator: \$500
 8. Pesticide Operator: \$250
 9. Class A CDL License: \$250
 10. Hazmat Endorsement: \$250
 11. Tank Endorsement: \$250
 12. Heavy Duty Towing and Vehicle Recovery: \$250*
 13. ASE Certificate: \$150
 14. Welding Certification: \$250
 15. Boating License: \$125
- Additionally, the amount provided for on-call in Article 6, Section 7 shall be increased from 50 cents per hour to \$1.00 per hour for these employees.
 - All employees shall be required to hold the appropriate licenses and/or certifications at all times in order to be eligible for any stipend. Moreover, the employer shall have the exclusive right to determine the number of licenses and/or certifications it assigns and uses.

APPENDIX C

RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR
RETIREEES

WITH TWENTY FIVE (25) OR MORE YEARS OF SERVICE
AND CHANGES IN POLICY CONCERNING RETIREMENT WITH
HEALTH BENEFITS AT NO COST AS WELL AS CESSATION
OF OFFERING THE COUNTY'S SELF-FUNDED INDEMNITY
HEALTH CARE PLAN TO NEW EMPLOYEES

Freeholder HANDLIN offered the following
résolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her

discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P2 → BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P3 → BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these actives employees may, during their active employment only, choose between

the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder STOPPIELLO and adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello, Mr. Narozanick, Mr. Powers, and Director Larrison

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HERESY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD APRIL 14 1994

[Signature]
CLERK

APPENDIX D

**SIDEBAR AGREEMENT
BETWEEN
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO LOCAL 1034, BRANCH 4 (BLUE COLLAR UNIT)**

WHEREAS, the County of Monmouth ("County") adopted Resolution No. 94-267 ("Resolution"), in 1994; and

WHEREAS, said Resolution set forth, among other things, that any employee hired after July 1, 1994 would not receive retiree health benefits; and

WHEREAS, subsequent to the passage of said Resolution the County hired four (4) non-bargaining unit employees and provided them with retiree health benefits; and

WHEREAS, said Resolution remains in full force and effect; and

WHEREAS, to facilitate good labor relations;

IT IS HEREBY AGREED as follows:

1. Should the County grant any other County bargaining unit with retirement health benefits in the future, it agrees to reopen contractual negotiations with the Union as to any and all of its bargaining units upon written notice from the Union;

2. The County agrees that should it grant any non-bargaining unit employee with retirement health benefits it will notify the Union that it has granted a non-bargaining unit employee retirement health benefits within ten (10) business days; and

3. It is expressly agreed and understood that the County does not have to provide the Union with any notice of any employee who obtains retirement medical benefits as a result of an intergovernmental transfer in accordance with New Jersey State Law and Regulations (i.e., N.J.S.A. 11A:2-28 and N.J.A.C. 4A:4-7.1A).

BY: _____
COUNTY OF MONMOUTH

BY: Kevin P. Taurino 3-26-07
CWA LOCAL 1034
(BLUE COLLAR UNIT)

BY: Matthew J. Giarbello
3-23-07

BY: Jim Payne
James P. DeSjate
Levy James
Brian Fa
Brian G. Faxon
Paul Jones
Joseph Ch...
Michael Cocoran
Alto WT

(00304413.DOC)

APPENDIX E

ATTACHMENT B – HEALTH CARE AGREEMENT

WHEREAS, due to the growth of the County's health care and pharmacy costs, and the associated cost to its employees, it is understood that certain cost containment measures are required in order for the County to be able to maintain the high level of benefits provided to County employees; and,

WHEREAS, it is further understood that due to certain provisions of the federal Affordable Care Act ("ACA"), it is critical that the County begin the process of finding health care cost savings, as it faces the potential for millions of dollars of fines in future years if its health care costs exceed the amount permitted by the ACA; and,

WHEREAS, the County's Benefits Department, in consultation with the County's health care and pharmaceutical plan administrators, have proposed numerous modifications to the County's health care and pharmaceutical plans where it is believed that substantial savings can be achieved at limited burden to the County's employees and dependents; and,

WHEREAS, while the County does not concede the negotiability of any or all of these modifications, it wishes to avoid any future Union challenges to them given their importance; and,

WHEREAS, the Union reserves all rights, claims and defenses as to any changes in the County's health and pharmaceutical plans not specifically set forth herein.

NOW, THEREFORE, BE IT RESOLVED that the Union agrees that the County shall have the right to implement any or all the following changes to its health care and pharmaceutical plans in its discretion at any time on or after January 1, 2016 so long as no such changes are implemented for Union employees until such time as they are simultaneously implemented for the County's non-represented employees;

BE IT FURTHER RESOLVED that the County shall provide at least sixty (60) days prior written notice before implementing any or all of the changes listed herein, but the Union shall have no right to demand negotiations as to whether or not they shall be implemented, nor shall the Union have any right to file any grievance, unfair practice, lawsuit, or other legal challenge in any forum relating to the County's decision to implement any or all of these changes provided said changes are made in accordance with this Agreement.

HEALTH CARE PLAN MODIFICATIONS

1. The County may increase OOP (Out of Pocket) maximums for out-of-network treatment as follows: Family OOP maximums may be increased from \$5,000 per year to no more than \$10,000 per year. Single OOP maximums may be increased from \$2,500 per year to no more than \$5,000 per year.

2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$100 per visit. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.

3. The County may revise its pricing schedule for out-of-network treatment to modify the "reasonable and customary" rate used to calculate reimbursement for such out-of-network treatment to no less than 150% of the rate established by the Centers for Medicare & Medicaid Services.

PHARMACY PLAN MODIFICATIONS

1. The County may implement a "network narrowing" plan to reasonably limit the pharmacies from which members may purchase pharmaceuticals, which shall consist of removing one (1) of the following three (3) national pharmacy chains (or their successors in interest) from the County's network: (1) Walgreens, (2) Rite-Aid, (3) CVS.

2. The County may implement "step therapy" procedures when, within a specific therapy class, multiple drugs are available to treat the same condition. In such instance, a patient will be required to first try clinically effective generic or lower-cost brand medications, before "stepping-up" to a higher cost medication. If, after the patient tries the generic or lower-cost medication, the patient's physician determines that a higher-cost medication is medically required, the physician may contact the County's pharmacy benefits manager for a coverage review and to request authorization for that higher-cost medication. Provided the physician fully cooperates with the pharmacy benefits manager in this process, such authorization shall normally be granted within three (3) days. A current list of drugs for which "step therapy" will apply will be provided to the Union.

3. The County may implement a "dispense as written" policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the "brand" co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes "DAW" or "dispensed as written" or checks the "do not substitute" box on the prescription.

4. The County may implement a "prior authorization and quantity duration" policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For drugs that are not needed every day such as sleep aids, or migraine treatments, supply per prescription will be reduced in accordance with the policy, for example, a particular prescription may be reduced from 30 doses to 8 at retail and from 90 doses to 24 at mail, unless the prescribing physician establishes that a larger quantity is needed due to medical necessity. A current list of drugs for which "prior authorization and quantity duration" will apply will be provided to the Union.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

For the Union:

Kevin P. Tawo
Amelia Brunel
Edward J. Fitzgerald
[Signature]
[Signature]
[Signature]
Michael Corcoran

For the County of Monmouth:

[Signature] Steven Klemman
Special County Counsel

Dated: Dec 8th, 2015

Dated: 12/8, 2015