

AGREEMENT

BETWEEN

THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS

AND

THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1075

[MOSQUITO CONTROL DIVISION 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 (“County” or “Employer”) and the Communication Workers of America, AFL-CIO, Local 1075 (“Union”), pursuant to the provisions of the New Jersey Employer-Employee Relations Act (“Act”), N.J.S.A. 34:13A-1 et seq., and has as its purpose to promote and ensure harmonious relations, cooperation and understanding between the parties; to establish rates of pay, hours of work and other conditions of employment; to provide for an equitable and peaceful procedure for the resolution of differences; and to prescribe the respective rights and duties of each party to the extent not otherwise established by law. 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. Pursuant to a Memorandum of Agreement entered into by the parties on April 5, 2016, 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 non-professional and administrative employees of the County's Mosquito Control Division, but excluding managerial executives, confidential employees, supervisors within the meaning of the Act, craft employees, professional employees including entomologists and research scientists, police, casual employees [including seasonal employees], and all other employees.

Section 2. Any new title authorized for use by the Employer 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 that title 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 a 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 initiation fees.

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)
WORKFORCE 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
SHOP STEWARD

Section 1. The Union may name one (1) Steward and one (1) alternate Steward. The Union will provide written notification to the Employer of the names of the Steward and alternate Steward, as well as any changes in designation when they occur.

Section 2. Stewards shall restrict their activities to the handling of grievances. A Steward 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 the Steward's 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. With the exception of processing grievance matters and negotiating contracts, Stewards will not be allowed to transact any Union business during regular working hours. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during normal work hours.

Section 4. The Union shall be allocated sixteen (16) 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 Employer, through its designee, indicating the name or names of the individuals 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. Use of Union leave time shall not be unreasonably denied.

Section 5. An authorized representative of the Union may have access to the Employer's facilities on application to the Superintendent of the Mosquito Control Division

("Superintendent"). The representative shall not interfere with employees or cause them to neglect their work. While any such representative is on County property, the Union shall hold the County harmless against any injuries or accidents that may occur to that individual.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. It is recognized that the County retains and reserves unto itself, without limitation, all of the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the state of New Jersey and of the United States.

Section 2. Among the rights retained by the Employer are the right to direct the work force; to plan, direct and control all the operations and services of the Mosquito Control Division; 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 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.

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 Superintendent. The Superintendent shall give an oral or a written decision on the grievance, or advise he or she does not have the authority to resolve the issue(s) raised in the grievance, within five (5) working days thereafter.

STEP 2. If the grievance is not satisfactorily resolved at Step 1, the grievance 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 it shall be served by the Chief Steward upon the County Administrator, or designee. Within five (5) working days thereafter, the grievance shall be discussed between the County Administrator or designee, and a representative of the Union. The County Administrator shall give a written decision to the Union within ten (10) working days thereafter.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, then the Union may request arbitration within ten (10) working days after the decision at Step 2 is given or due. A request for arbitration shall be submitted directly to PERC, with a copy sent to the Superintendent, asking PERC to aid the selection of an arbitrator pursuant to its rules and regulations.

Section 4. 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 5. The parties shall share equally the fees and expenses of the Arbitrator. All other costs shall be borne solely by the party incurring them.

Section 6. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 7. Any of the time frames established by this Article may be extended or waived by mutual written consent of the parties.

ARTICLE 6
SALARY/PROMOTIONAL PAY/PAY CYCLE

Section 1. There shall be a 2.5% increase in base salary for all employees in the negotiations unit effective January 1, 2018.

Section 2. There shall be a 2.5% increase in base salary for all employees in the negotiations unit effective January 1, 2019.

Section 3. There shall be a 2.5% increase in base salary for all employees in the negotiations unit effective January 1, 2020.

Section 4. There shall be a 2.5% increase in base salary for all employees in the negotiations unit effective January 1, 2021.

Section 5. Additionally, in recognition of the unique and specialized duties of certain members of this negotiations unit, which require those 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 1st 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. Minimum salaries shall remain unchanged during the term of this Agreement.

Section 8. Employees who are promoted or reclassified to another title with a higher

salary range shall have their salary adjusted so that it provides an increase in pay of three percent (3%) or entry level salary for the new title, whichever is greater.

Section 9. 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. For purposes of this Article, employees with prior service with the Monmouth County Mosquito Extermination Commission shall also have that time credited towards their seniority.

Section 2. Seniority in classification will be considered in transfers and reassignments in accordance with New Jersey Civil Service Commission ("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 schedule where 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 in Article 5 of this Agreement and must instead utilize the procedures available through the Civil Service Commission to appeal such discharge or release.

Section 4. The Employer shall endeavor to post all notices of job vacancies and newly created positions for a period of five (5) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Union, through the Steward. The filling of such vacancies and positions shall be subject to Civil Service Commission regulations. An appropriate representative of the Employer shall interview each interested employee and thereafter provide reasons to each interested employee who is not promoted to fill a vacancy or position, if requested.

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 furnish copies of same to the Union upon reasonable request. If such a list is provided, the Union shall have forty-five (45) days thereafter to notify the Employer of any written objections to the accuracy of the roster; and if such written objections are not so presented by the Union, then the roster shall be deemed accurate for all purposes under this Agreement.

ARTICLE 8
HOURS OF WORK & OVERTIME

Section 1. The standard work day for employees shall consist of eight (8) hours at work exclusive of a one-half (½) hour unpaid lunch period. Included in the standard work day shall be two (2) paid fifteen (15) minute breaks. Both the lunch period and breaks shall be scheduled in the reasonable discretion of the Employer, however, the lunch period shall normally be scheduled between 11:00 A.M. and 12:30 P.M., and breaks may not be scheduled during the first or last fifteen (15) minutes of the work day.

Normal working hours for operational field staff are from 7:00 A.M. until 3:30 P.M. Normal working hours for office staff may vary at the discretion of the Employer so as to provide coverage as needed between 7:00 A.M. and 5:00 P.M. During mosquito season, which is defined for purposes of this Agreement as between April 1st and October 31st, the Employer may vary the work day of the operational field staff as needed for the effectiveness of its operations, which may include work at nights.

Section 2. The standard workweek shall consist of five (5) consecutive days, Monday through Friday, and shall be forty (40) hours in length.

Section 3. All employees shall receive time and one half (1 and ½) the regular hourly rate of pay for all hours worked 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 weekends. Employees working on weekends shall be paid for at least three (3) hours of work, regardless of the length of the weekend assignment, excluding educational presentations.

Section 4. If an employee is called back to work after the completion of a normal work shift, he or she shall be entitled to a minimum of three (3) hours pay at the overtime rate.

Section 5. Employees are expected to perform a reasonable amount of overtime based upon the Employer's needs. The County recognizes it may be inconvenient for individual employees to work overtime and it 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 6. Scheduled overtime will be distributed by seniority of title on a voluntary, rotating basis among employees qualified and capable of performing the work available. In an off-hours emergency situation, the Employer shall have the managerial right to select an appropriate specialist to respond, but if the emergency does not require specific skills, overtime will be offered on a rotating basis, with full-time, permanent employees being offered the overtime opportunity first.

Section 7. The Employer may vary an employee's work schedule during the week(s) of the annual Monmouth County Fair. It will first seek volunteers (which may include employees outside the negotiations unit) to represent it at the Fair, but may require employees to do so if there are not sufficient volunteers, using reverse order of seniority. The Employer shall retain the right to determine that only employees with specific skills or knowledge may represent the County at the Fair at any particular time. In the event of operational needs, the Employer, at its sole discretion, may treat the Fair as an overtime assignment instead of varying work schedules.

Section 8. Sick leave, unauthorized absences, suspension time and late reporting to work will not be included as hours worked for determining whether an employee is entitled to overtime at a rate of time and one-half (1 and ½) under Section 3 of this Article.

ARTICLE 9
OUT OF TITLE PAY

Section 1. When an employee is authorized by the Superintendent to perform the functions of a higher classified position for more than five (5) consecutive working days, starting on the sixth day the employee shall receive additional compensation equal to three percent (3%) of base pay or the minimum rate for the higher classified position, whichever is higher. The Employer shall not manipulate the scheduling of personnel so as to avoid its obligations hereunder.

ARTICLE 10
UNIT WORK

Section 1. Consistent with existing practice, the Employer may continue to use personnel who are not in the negotiations unit to perform work that may also be performed by members of the negotiations unit (e.g., entomologists may continue to perform pesticide spraying duties, inspections, larviciding and surveillance as necessary and warranted), provided the work is within the reasonable scope of an employee's job specification.

ARTICLE 11
DRESS CODE/UNIFORMS

Each employee is expected to dress appropriately as a representative of the County. The County reserves the managerial right to determine appropriate dress code standards for each job title, and shall keep the Uniform Committee apprised of same. The County shall annually provide full-time operational field staff with three (3) shirts. Employees may choose whether they want short sleeve collared shirts, long sleeve collared shirts or long sleeve tee shirts, or any combination thereof. The County also shall annually provide these employees with two (2) pairs of jeans and one (1) pair of work boots, along with one (1) hooded sweatshirt every other year. Employees shall also be provided with rubber boots as needed. All clothing issued by the County shall be kept clean and in good order.

ARTICLE 12 **HOLIDAYS**

Section 1. The following thirteen (13) days are recognized as 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 the employee presents extenuating circumstances in writing, in which case the Employer, in its sole discretion, may approve holiday pay.

Section 2. Employees who are recalled to work duty on any of the holidays listed in Section 1 shall be paid at the rate of one and one-half (1 and ½) times the employee's regular rate for each hour worked, with a three (3) hour minimum work period.

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

Section 4. If a holiday falls while an employee is on an approved vacation day, the employee shall not be charged a vacation day for that holiday.

ARTICLE 13 **VACATIONS**

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

- (a) One (1) working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half ($\frac{1}{2}$) working day if the employee begins work on the 9th through the 23rd day of the month. No credit if the employee begins work on after the 24th day of the month.
- (b) One (1) working day per month worked for the remainder of the first calendar year of employment.
- (c) Twelve (12) working days per year after the first calendar year and up to and including five (5) years of service earned at one day per month.
- (d) 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 days ($1\frac{1}{4}$) per month.
- (e) 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-thirds ($1\frac{2}{3}$) days per month.
- (f) Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth ($2\frac{1}{12}$) days per month.

Section 2. Employees will be credited for a year of service in determining time served for their vacation time no matter when an employee began his or her employment, inclusive of service with the Monmouth County Mosquito Extermination Commission.

Section 3. If the County grants additional paid vacation leave to all of its unrepresented employees, it shall also be granted to employees covered by this Agreement.

Section 4. All employees covered by this Agreement will comply with County policy regarding vacation carryover. Except in highly unusual circumstances, employees are expected to utilize their vacation leave in the year in which it is earned.

Section 5. The Employer shall have the right to deny extended vacations (defined as in excess of three (3) consecutive working days) between Memorial Day and Labor Day.

Section 6. Requests for vacation must be submitted via the form provided for that purpose to the Superintendent, or designee. Vacation requests shall be submitted in advance according to the following schedule:

<u>Amount Requested</u>	<u>Request Submission Deadline</u>
Two (2) or less days	48 hours in advance
Three (3) to five (5) days	7 days in advance
More than five (5) days	14 days in advance

Regardless of the length of vacation leave requested, the Employer reserves the right to deny vacation leave depending upon its reasonable staffing needs. If more than one (1) employee requests vacation during the same period, and all employees cannot be accommodated, then seniority shall prevail.

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. Full-time eligible employees shall earn sick leave according to the following schedule:

1. One (1) working day for the initial month of employment if the employee begins work on the 1st through the 8th day of the calendar month, and one-half (½) working day if the employee begins work on the 9th through the 23rd day of the month.
2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day of paid sick leave for each month of service.
3. One and one-quarter (1¼) days per month worked during each year thereafter.

Permanent part-time employees shall receive proportionate amounts of paid sick leave. Sick leave will accumulate from year to year.

The use of sick leave is subject to reasonable notification and verification procedures, as may be established by the Employer from time to time. Any time an employee uses sick leave for a personal medical condition, the Employer shall have the right to require an employee to provide a medical certificate from the employee's treating medical professional stating the employee can return to regular duty and such return will not jeopardize the health of the employee or others.

Eligibility for payment for unused sick leave, if any, will be in accordance with the terms and conditions set forth by County Policy 383.

Section 2. Personal Days. A full-time employee is entitled to three (3) personal leave days per year for the transaction of personal business. Except in case of emergency, employees

must request to use personal leave in writing, which shall be provided to the Superintendent or designee at least forty-eight (48) hours in advance of the proposed date of the leave. Approval of personal leave days shall not be unreasonably withheld. Personal leave days cannot be accumulated from year to year.

Section 3. Bereavement Days. Paid Bereavement leave for up to five (5) days will be granted for a death in the employee's immediate family, meaning the employee's spouse, civil union partner, domestic partner, parent, step-parent, sibling, child or step-child. Paid Bereavement leave for up to three (3) days will be granted for a death in the employee's non-immediate family, meaning the employee's parent-in-law, grandparent, grandchild, foster child, or other member of the immediate household. With the Employer's approval, an employee may also use any other available paid leave, such as vacation time, if he/she needs additional time off for the death of a family member, or time off relating to the death of a friend or relation not referenced above. 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 they are summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance 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 any absence under this Section. Employees serving on jury duty shall be entitled to receive their usual compensation for each day of jury service, however, any compensation received by an employee while

receiving full pay while on jury duty shall be endorsed by the employee to the County, as required by N.J.S.A. 2B:20-16.

Section 5. Family/Medical Leave. Employees shall abide by County policy with respect to family/medical leave.

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 notices shall be presented to and reviewed by the Employer prior to being posted.

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 placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, 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 placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

Section 3. The provisions of Resolution #94-267, as adopted by the Board of County Commissioners, shall continue to apply, and the County's traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter. A copy of Resolution #94-267 is attached hereto as Appendix B.

Section 4. 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 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. Temporary employees are not eligible for these benefits.

Section 6. The County shall make available to employees a voluntary employee-funded dental insurance plan.

Section 7. 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 8. A memorandum of agreement executed by the parties regarding certain modifications to the County’s health care and pharmaceutical plans is attached to this Agreement as Appendix C and is incorporated herein.

Section 9. 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 individual. 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.

ARTICLE 17
SEPARATION, DISCHARGE AND DISCIPLINE

Section 1. Separation from service of the Employer may result from an employee's voluntary resignation or by the Employer's termination of the employee's services. Employees who wish to terminate their services shall provide notification to the Superintendent or the County's Director of Human Resources at least two (2) weeks prior to the effective date of resignation in order for the resignation to be recorded as in good standing. Such notification may be delivered verbally or in writing, and should provide the date and reason for leaving employment. The Employer may accept an immediate oral resignation, but such resignation will not be considered in good standing unless differently recorded by the Employer.

Section 2. When the County suspends or dismisses an employee, it shall notify the Union of such action unless otherwise directed by the affected employee.

Section 3. Written warnings and written oral reprimands will be not be used for progressive disciplinary purposes after one (1) year, provided there is no other discipline during that period.

ARTICLE 18
VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of an employee who enlists or is drafted into military service pursuant to law shall be maintained during the period of military service. Any such employee shall have the right to reinstatement to his or her 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 the employee's former position during the period of the employee's military service.

Section 2. A veteran shall be reinstated upon his or her application 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 military reserve forces of the United States 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.

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 two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall also 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 two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall also 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 transferred because of legal Union activities.

Section 2. The Union will be notified of any adopted resolutions or published County policies affecting the terms and conditions of employment of employees within the negotiations unit. Such notification will be made to the Union, through its President, Chief Steward and any other designee(s), within ten (10) business days following the date such resolution is adopted or policy is published.

Section 3. Employees shall maintain any required licenses or certifications required for the performance of their job duties. All field staff (except trainees) must maintain a current New Jersey Department of Environmental Protection pesticide applicator's license. The County shall pay the cost for the annual renewal of this license, as well as any training credits needed for recertification of the license. Trainees must obtain a pesticide applicator's license within one (1) year of hire.

ARTICLE 21
NO STRIKE OR LOCKOUT

Section 1. There shall be no lockouts, strikes, work stoppages or slowdowns of any kind during the life of this Agreement. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, including discharge, against any employee participating in a violation of the provisions of this Article.

ARTICLE 22
COMPLETE AGREEMENT

Section 1. The Employer and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Union during the term of this Agreement unless agreed to in writing between the Employer and the Union subsequent to the date of execution of the Agreement.

Section 2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of 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 at the time they negotiated or signed this Agreement.

Section 3. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

Section 4. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the

parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

Section 5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 23
DURATION

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

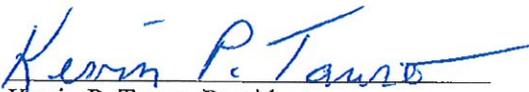
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this ____ day of _____, 2021.

MONMOUTH COUNTY BOARD
OF COUNTY COMMISSIONERS

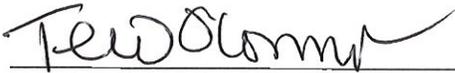
CWA LOCAL 1075



Thomas A. Arnone,
Director



Kevin P. Tauro, President



Teri O'Connor,
County Administrator



Dylan J. Millner,
Treasurer, Staff Representative

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

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

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 HEREBY 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

Richard L. Adams

CLERK

APPENDIX C

ADDENDUM – HEALTH CARE AND PHARMACEUTICAL PLAN CHANGES

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. Taus

Dated: 5/25, 2016

For the County of Monmouth:

Stev Kleinman, Special County Counsel

Dated: 5/23, 2016