

MEMORANDUM OF AGREEMENT

**THE COUNTY OF MONMOUTH,
THE MONMOUTH COUNTY SHERIFF
-AND-
CWA LOCAL 1038
(Police Radio Unit)**

Whereas, the County of Monmouth and the Monmouth County Sheriff (collectively, "County"), and CWA Local 1038 ("Union"), on behalf of the Police Radio Unit, have conducted collective negotiations for a successor to the existing Collective Negotiations Agreement ("Agreement") between the parties, which expired on December 31, 2010; and,

Whereas, the parties have reached a tentative agreement on all issues which were the subject of negotiations as set forth in this Memorandum of Understanding ("Memorandum"); and,

Now, therefore, the parties agree to amend the existing Agreement as follows, all such amendments to become effective as of January 1, 2011 unless stated otherwise herein:

1. Salary (Article 6): There shall be no step movement for any employee during the term of this Agreement and thereafter until such time as the parties mutually agree step movement will resume. In lieu of step movement, for 2011, employees shall receive a 2.00% salary increase from 2010 base pay, effective the first pay of 2011. For 2012, employees shall receive a 2.00% salary increase from 2011 base pay, effective the first pay of 2012. Employees must be on the payroll as of the date this Memorandum is ratified by the Union's membership to be eligible for any retroactive salary payments.

Starting salaries shall remain frozen during the term of the Agreement.

Immediately after the Memorandum is ratified by both parties, the County and Union agree to work in good faith to incorporate the terms adopted in the memorandum of agreement into a successor Agreement, which shall be completed within 30 days after ratification. The County shall then implement the retroactive raises agreed upon by the parties. If, despite working in good faith, the parties are unable to meet the 30 day deadline, the County will implement the retroactive raises on the first feasible pay date after the 30 day deadline expires and the parties shall continue to work in good faith to complete the successor Agreement as soon as practicable.

2. Hours of Work & Overtime (Article 8): Amend Section 6 to clarify the timing of coffee breaks shall be determined by workload *and/or the need to ensure adequate staffing* [new language in *italics*].

3. Health Benefits (Article 16): The existing Article shall be replaced with the following language, except where it is noted that a section is unchanged:

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. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which shall in no event be less than 1.5% of base salary. 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 costs for which the employee shall be responsible shall in no event be no less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. 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 traditional indemnity medical insurance program shall not be offered nor available to employees hired on or after July 1, 1994. Availability of the traditional medical insurance program shall be governed by the County's resolution number 94-267, adopted April 14, 1994 and attached hereto as Appendix B and Sidebar Agreement is attached hereto as Appendix C. [NOTE: This language is not changed from the prior Agreement, however, it is being given its own section to be consistent with other agreements between the County and Union.]

Section 4 [Previous Section 3]. 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, or December 31, 2012, whichever comes later. 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 \$15)

Generics \$10.00 (current \$5)

90 days Mail Order

Retail (brand) \$15.00 (current \$10)

Generics \$5.00 (current \$0)

Section 5 [Previous Section 4]. UNCHANGED.

Section 6 [Previous Section 5]. 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 [Previous Section 6]. UNCHANGED.

Section 8 [Previous Section 7]. UNCHANGED.

4. General (Article 21): Replace Section 1 with the following language:

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.

5. **Duration (Article 23):** This Agreement shall have a term from January 1, 2011 through December 31, 2012.

6. **Continuation:** Except as modified by this Memorandum, all provisions of the existing Collective Negotiations Agreement shall continue in full force and effect.

7. **Ratification:** This Memorandum is subject to ratification by the appropriate representatives of the County of Monmouth, through the Monmouth County Board of Chosen Freeholders, the Monmouth County Sheriff, and the membership of CWA Local 1038. If applicable, both negotiation teams agree to affirmatively recommend the ratification of this Memorandum.

In Witness Whereof, the parties have executed this Memorandum of Understanding by their duly authorized officers.

For the Union:

For the County of Monmouth:

Dated: _____, 2012

Dated: _____, 2012

For the Monmouth County Sheriff:

Dated: _____, 2012