

AGREEMENT

BETWEEN

**THE MONMOUTH COUNTY SHERIFF AND
THE MONMOUTH COUNTY BOARD OF CHOSEN
FREEHOLDERS**

AND

MONMOUTH COUNTY INVESTIGATIONS UNIT, INC.,

FOP LODGE 30

(Monmouth County Correctional Institution)

January 1, 2014 through December 31, 2016

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PREAMBLE

THIS AGREEMENT, effective as of the first day of January 2014, is by and between the Monmouth County Sheriff ("Sheriff" or "Employer"), the Monmouth County Board of Chosen Freeholders ("County" or "Employer-Funding Agent") and the Monmouth County Investigations Unit, Inc., FOP Lodge 30 ("Association"), and is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees who are within the negotiations unit in order that more efficient and progressive public service may be rendered.

The terms "employee" and "Investigator" shall be interchangeable and are intended to refer to the employees covered by this Agreement.

ARTICLE 1
RECOGNITION

Section 1. The Sheriff and County hereby recognize the Association as the exclusive majority representative, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees in the classification of Investigator, Secured Facilities at the Monmouth County Correctional Institution ("MCCI").

ARTICLE 2
UNION SECURITY

Section 1. Visitation. The Association, through a designated representative, shall have the right to visit the MCCI in order to represent or service employees covered by this Agreement. These visitation rights shall not interfere with work operations or security measures and shall be made with appropriate prior notice to the Warden or his/her designee.

Section 2. Dues. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in accordance with law, the Employer-Funding Agent agrees to deduct the regular, monthly Association dues of such employee from pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the Association officials designated by the employee in writing to receive such deduction. The Association will notify the Employer-Funding Agent in writing of the exact amount of membership dues deductions.

Section 3. The Association agrees to indemnify and hold the Sheriff and/or Employer-Funding Agent harmless against any and all claims, suits, orders or judgments brought or issued against the Sheriff and/or Employer-Funding Agent with regard to the dues check-off.

Section 4. Agency Shop. If an employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) that is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Section 5. Notification. Prior to the beginning of each membership year, the Association will notify the Employer-Funding Agent in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

Section 6. Deduction of Fee. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Employer-Funding Agent a list of those employees who have not become members of the Association for the then current membership year. The Employer-Funding Agent will deduct from the salaries of such employees, in accordance with the provisions of this Article, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

The Employer-Funding Agent will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:

- (a) Ten (10) days after receipt of the aforesaid list by the Employer-Funding Agent; or
- (b) Thirty (30) days after the permanent employee begins employment in a negotiations unit position, unless the employee previously served in a negotiations unit position and continued in the employ of the Sheriff in a non-negotiations unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a negotiations unit position, whichever is later; or
- (c) Three (3) months after a provisional employee begins employment in a negotiations unit position, unless the Employee previously served in a

negotiations unit position and continued in the employ of the Sheriff in a non-negotiations unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a negotiations unit position, whichever is later.

Section 7. Termination of Employment. If an employee who is required to pay a representation fee terminates his or her employment with the Sheriff before the Association has received the full amount of the representation fee to which it is entitled pursuant to this Article, the Employer-Funding Agent will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Section 8. Changes. The Association will notify the Employer-Funding Agent in writing of any changes in the list provided for in Section 6 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer-Funding Agent received said notice.

Section 9. Demand and Return. The Association agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended.

ARTICLE 3
ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

Section 1. The Association, through a designated representative, shall have the right to visit the Sheriff, Warden, Administration and/or other County facilities or representatives during reasonable hours for Association business. The Association will not abuse this right.

Section 2. Copies of all general orders, rules, regulations or other communications affecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within seven (7) days of their promulgation.

Section 3. The Association may use the mail or message routing system at the MCCI and may also use the mailboxes located at the facility. Such use shall be reasonable. The Association shall pay for its own postage and stationary.

Section 4. The Association and Sheriff shall be responsible for acquainting members and managerial personnel with the provisions of this Agreement, and for the adherence to the terms of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The parties recognize the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the office of the Monmouth County Sheriff and the MCCI, with all of the powers, authority and duties conferred and vested by the laws and Constitution of the state of New Jersey, including, without limiting the generality of the foregoing, the following rights:

- a. To the management, organization and administrative control of the office of the Monmouth County Sheriff and the MCCI;
- b. To determine the standards of services offered and to direct the activities of employees;
- c. To maintain the efficiency of operations and to implement such improvements in efficiency as deemed necessary, including the management and direction of overtime practices;
- d. To determine the content of work assignments and the methods, means and personnel by which operations are to be conducted, including work and shift schedules and overtime assignments; and
- e. To contract for or subcontract services.

Section 2. This Agreement shall not be interpreted to in any way supersede the statutory or constitutional duties or obligations of the office of the Monmouth County Sheriff, nor shall it be construed to deny or restrict the Employer-Funding Agent, the County of Monmouth, by the Monmouth County Board of Chosen Freeholders, of their respective powers, rights, duties or responsibilities under the laws or Constitution of the state of New Jersey.

ARTICLE 5
STRIKES AND LOCKOUTS

Neither the Association nor any of its members, officers, agents or employees shall instigate, promote, sponsor, engage in, or condone by any action any strike, slowdown, concerted work stoppage or any other intentional interruption of the operations of the MCCI.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. The purpose of this Grievance Procedure is to secure equitable solutions to problems that may arise from time to time affecting employees as a result of the interpretation or application of this Agreement between the Employer and the Association.

Section 2. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

Section 3. The Association shall process grievances in the following manner:

Step 1. The Association, through its designated representative, shall present the grievance to the Warden, in writing, within ten (10) calendar days of its occurrence. The Warden, or his/her designee, shall respond within ten (10) calendar days of the grievance.

Step 2. If the Association is not satisfied with the decision of the Warden in Step 1 of the procedure, then the grievance shall be presented in writing to the Sheriff within ten (10) calendar days after the decision in Step 1 was rendered or due. The Sheriff, or a designee, shall, within ten (10) calendar days of the receipt of this grievance, arrange a meeting with the Association and shall give the Association a written answer to the grievance within ten (10) calendar days thereafter.

Step 3. If the Association is not satisfied with the decision of the Sheriff in Step 2 of the procedure, the Association may, within ten (10) calendar days after the reply of the Sheriff is rendered or due, request arbitration through the procedures established by the Public Employment Relations Commission ("PERC"). Copies of the request for arbitration shall be simultaneously provided to the Sheriff and the County Human Resources Director. The expense of the arbitrator shall be shared equally between the Employer and Association, however, any other costs shall be borne solely by the party incurring them. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be governed by the terms of this agreement and shall add nothing to nor subtract anything from this Agreement.

Section 4. The deadlines contained in this Grievance Procedure may be waived or otherwise modified by mutual written agreement.

ARTICLE 7
SALARY

Section 1. Effective January 1, 2014, the base salary of Investigator Selma Morris shall be increased to \$125,000. Provided she remains on the active payroll in the position of Investigator, effective January 1, 2015, she shall receive a wage increase of 1.50% and effective January 1, 2016, she shall receive a wage increase of 1.50%.

Section 2. Effective January 1, 2014, the starting base salary for a new Investigator shall be established at \$105,000 and shall not be increased during the term of this Agreement.

Section 3. All employees in the negotiations unit, except for Investigator Selma Morris, who are employed by the Employer in a negotiations unit position on December 31, 2014, shall receive a wage increase of two percent (2.00%) effective January 1, 2015.

Section 4. All employees in the negotiations unit, except for Investigator Selma Morris, who are employed by the Employer in a negotiations unit position on December 31, 2015, shall receive a wage increase of two percent (2.00%) effective January 1, 2016.

Section 5. For purposes of this Article, "base salary" shall not include any college incentive provided by Article 9 of this Agreement.

Section 6. Employees must be on the County's payroll as of the date the Association's membership approved a memorandum of agreement accepting the terms set forth in this Article to be eligible for any retroactive salary payments.

Section 7. Due to the timing of the County's pay cycle, the parties acknowledge that in 2015, salary will be paid in 27 equal installments, rather than the usual 26 equal installments. The County shall be permitted to implement the foregoing in any reasonable manner.

ARTICLE 8
UNIFORMS

Section 1. Any item of clothing that is damaged in the line of duty shall be replaced at no cost to the employee, payable on the last pay period of the year. Any claim for replacement for damage must be substantiated with proof of expenses.

ARTICLE 9
COLLEGE INCENTIVE

Section 1. Since both the Sheriff and the County recognize the value of trained personnel, they hereby agree to pay any employee covered by this Agreement additional compensation as follows: \$25.00 per year per college credit that was obtained by any Investigator after January 1, 1984 and until December 31, 1995; \$30.00 per year per college credit that was obtained by any Investigator after January 1, 1996 and until December 31, 1996; \$35.00 per year per college credit that was obtained by any Investigator after January 1, 1997 and until December 31, 2005; and \$50.00 per year per college credit that is obtained by any Investigator after January 1, 2006 and thereafter while in the Sheriff's employ, from an accredited college in a course that will be of value to the person in the performance of his or her work, which the Warden shall approve prior to enrollment in the course.

No employee shall receive in excess of \$1,800 of additional annual compensation pursuant to this Article, except that employees who are already earning in excess of this amount on the date this Agreement is executed shall not have their compensation diminished. Any such employee shall be precluded, however, from earning any additional compensation under this provision. Beginning on January 1, 2011, payment shall be contingent on the successful completion of the course with the employee receiving a grade of "C" or higher.

ARTICLE 10
HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods and coffee breaks. A day shall consist of eight (8) hours at work. Said period shall include two (2) fifteen (15) minute breaks and one (1) thirty (30) minute lunch period.

Section 2. The work week shall consist of five (5) consecutive eight (8) hour days as defined herein. Ordinarily, the work week shall be Monday through Friday, with Saturday and Sunday off, however, the Warden, in his sole discretion, may modify the work week as necessary, or the hours to be worked by an employee, as required for the efficient operations of the MCCI Investigations Unit. Whenever practicable, the Warden shall provide seventy-two (72) hours notice of any change in the work week or work shift.

Section 3. Any required reporting time in advance of shift shall be paid at one and one-half times (1 and ½) the regular hourly rate; however, advance reporting shall not be a guaranteed assignment.

ARTICLE 11
OVERTIME, CALL-IN AND COURT TIME

Section 1. Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours or eight (8) hours in a day. Sick leave time (whether paid or unpaid), unauthorized absences or suspension time shall not count as hours worked for overtime purposes.

Section 2. Compensation. Overtime work shall be compensated at the rate of one and one-half (1 and ½) times an employee's regular hourly rate of pay. Overtime work may also be compensated by compensatory time off by mutual consent of the employee and the Employer, provided that no overtime is incurred. Investigators can accrue up to four-hundred and eighty (480) hours of compensatory time. Compensatory time may be "cashed in" in accordance with existing practice.

Section 3. Call-In Time. In the event that an Investigator is called in or back to duty during time off, he or she shall be compensated at one and one-half (1 and ½) times the regular rate of pay for a minimum of four (4) hours, or for all hours worked on the call-in if it exceeds four (4) hours.

Section 4. Court Time. All off-duty, work-related court appearances shall be compensated at one and one-half (1 and ½) times the regular rate of pay for a minimum of two (2) hours, or for all actual hours required for the court appearance if it exceeds two (2) hours. Association member disciplinary proceedings and arbitration hearings are not considered "court time" under this Section.

Section 5. Overtime Reduction. Each employee and the Association shall continue to exercise all reasonable means to reduce overtime demands at the MCCI Investigations Unit.

Section 6. Assignment of Overtime. Overtime will be assigned as equitably as possible, however, the Warden or designee reserves the right to make overtime assignments in specific instances based upon specialized skills, training and experience.

Section 7. Effective the year this Agreement is fully executed, employees who do not use any sick time during any twelve (12) month calendar period (i.e. January 1 through December 31) shall be credited with two (2) Warden incentive days, which may be utilized at the employee's discretion.

ARTICLE 12
INSURANCE

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 under no circumstances shall 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 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 costs for which the employee shall be responsible shall under no circumstances be less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. The 1.5% contribution 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 Monmouth County Board of Chosen Freeholders and attached hereto as an appendix, 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.

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 during the term of this Agreement unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations, and may under no circumstances exceed the lesser of the amount paid by the County's non-represented employees, or the following:

<u>Non-Mail Order</u>	
Retail (brand)	\$20.00 (current \$20.00)
Generics	\$10.00 (current \$5.00)
<u>90 days Mail Order</u>	
Retail (brand)	\$15.00 (current \$15.00)
Generics	\$5.00 (current \$0.00)

Section 5. The existing co-pays for in-network visits to a medical provider shall remain unchanged during the term of this Agreement.

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. 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 an Appendix and is incorporated herein.

ARTICLE 13
VACATIONS

Section 1. Each employee shall be entitled to annual vacation leave, depending upon said employee's years of service with the Sheriff and/or County, as follows:

YEARS OF SERVICE	VACATION
Up to one year	1 day per month
2 nd through 5 th year	12 working days
6 th through 12 th year	15 working days
13 th through 20 th year	20 working days
21 or more years	25 working days

Section 2. Investigators will be permitted to select their vacation provided that it does not interfere with the efficient operations of the Employer. In the event that more than one Investigator seeks to utilize vacation during the same time, and in the judgment of the Employer it cannot accommodate all of the requesting employees, then seniority in the position of Investigator shall be determinative. Vacation selections shall be submitted by March 1 of each year for the next twelve (12) month period.

Section 3. Vacation time that is not utilized by the end of a calendar year is forfeited unless the Employer, in its sole discretion, allows unused vacation to be carried over. Vacation carry-over will be granted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. Approved vacation carry-over into a succeeding year must be used on or before April 1 of that succeeding year.

ARTICLE 14
PERSONAL AND SICK LEAVE

Section 1. Each employee shall be granted three (3) personal leave days per calendar year, which shall be non-cumulative. Except where the schedule does not permit, personal leave days may be utilized on any day. Except under emergency circumstances, all requests for personal leave days shall be made at least five (5) working days prior to use. Under emergency circumstances, in which the need for personal leave could not have been foreseen, an employee may use a personal day without providing such notice provided the employee contacts his or her supervisor at the earliest feasible time to advise of the emergency situation. The employee may thereafter be required, upon request, to provide sufficient documentation of the emergency and may be subject to discipline for abuse of this policy.

Section 2. Pursuant to the terms and conditions established by County policy, each employee shall be entitled to fifteen (15) sick days per calendar year, accruing at the rate of 1.25 days for every full month of service. These days shall accumulate from year-to-year. Employees shall be required to use available paid sick and/or personal leave concurrently with leave taken pursuant to the federal Family and Medical Leave Act ("FMLA") or state Family Leave Act ("FLA"), consistent with County policy.

ARTICLE 15
HOLIDAYS

Section 1. Employees shall be afforded thirteen (13) alternate holidays per year, three (3) of which may be utilized at their discretion as emergency/personal leave days, but such emergency/personal leave days shall not be counted as hours worked for overtime purposes.

Section 2. The scheduling of alternate holidays shall be governed by seniority, subject to scheduling availability.

Section 3. If the County grants more than thirteen (13) total paid holidays to its non-represented personnel during a calendar year, than employees in the negotiations unit shall be entitled to the same number of additional alternate holidays for that year.

ARTICLE 16
BEREAVEMENT LEAVE

Section 1. Employees shall be entitled to up to five (5) days bereavement leave due to the death of an employee's parent, step-parent, spouse, domestic or civil union partner, child, or step-child.

Section 2. Employees shall be entitled to up to three (3) days bereavement leave due to the death of an immediate family member, which for purposes of this Section means an employee's parent-in-law, grandparent, sibling, step-sibling, grandchild, or foster child.

Section 3. Bereavement days provided under this Article shall not be considered as sick leave. With the approval of the Warden or a designee, an employee may use any other available paid leave benefits if more time off is needed due to the death of a family member listed above.

ARTICLE 17
WEAPONS QUALIFICATION AND TRAINING

Section 1. The Employer shall continue to provide a firearms range qualification program for all employees as mandated by State law, regulation, policy, or guideline.

Section 2. In the event the Employer assigns training programs for Investigators in accordance with State regulations and guidelines, participation in such training programs shall be compensated pursuant to the overtime provisions contained herein, when such training is required during non-scheduled duty time.

Section 3. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in voluntary training programs shall not be considered a part of the workday and shall not be compensated.

Section 4. The Employer shall provide the Association with notice of outside training opportunities within a reasonable time after learning of such outside training opportunities. It is understood and agreed that the Employer reserves the right to select which, if any, individuals may participate in such outside training.

ARTICLE 18
ASSOCIATION TIME

Section 1. The Association shall be allocated ten (10) days of paid leave per year for attendance at Association meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization and pursuant to a request submitted by the Association President to the Employer indicating the name or names of the individuals and the dates on which their absence will be required. The Employer shall have the right to deny such leave if it would unreasonably interfere with the operations of the MCCI. In addition to the foregoing, the Association may request additional paid leave of up to ten (10) days per year, which shall be granted at the sole discretion of the Warden.

Section 2. In order to facilitate the scheduling of manpower, advance notice of the use of Association leave time shall be provided and, in the case of scheduled meetings, such advance notice shall be given at least five (5) days prior to the scheduled date of leave.

Section 3. If an employee attends a disciplinary hearing at the request of the Association, and that attendance is paid, it shall be counted against the days available under Section 1 of this Article.

ARTICLE 19
PERSONNEL FILES

Section 1. Upon written request, an employee shall have access to his or her personnel file within eight (8) hours notice during regular business hours, and shall be able to obtain a copy of any and all writings and documents in his or her personnel file, unless a particular writing or document is privileged by law. The term "personnel file" shall encompass files on the employee maintained at the MCCI, other facilities of the Sheriff, or the County's Human Resources Department, with the exception of classified Internal Affairs files. Files may only be accessed when an appropriate representative of the Employer is present.

Section 2. Whenever a disciplinary document or negative report is to be placed in an employee's personnel file, a copy shall be made available to the employee, who shall be given the opportunity to present a rebuttal. If the employee desires, he/she shall be permitted to place the rebuttal in his or her personnel file. This Section does not apply to classified Internal Affairs files.

ARTICLE 20
HANDBOOK AND WORK RULES

Section 1. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

Section 2. The Employer has developed a manual of Rules and Regulations setting forth work rules, regulations and discipline procedures. Each employee shall be provided with a copy of this manual and shall be aware of its contents.

Section 3. Any proposed new rule, regulation, policy or procedure or any change in rules, regulations, policies, or procedures, which directly affects the terms and conditions of employment, shall be discussed with the Association and negotiated where legally required.

ARTICLE 21
REPLACEMENT

Section 1. No full-time non-supervisory employee in a position requiring unique training and experience as an Investigator, Secured Facilities shall be replaced by an individual outside of the negotiations unit, except those individuals that appear on a certified Civil Service list eligible for appointment to the position of Investigator, Secured Facilities. This provision shall not apply in a *bona fide* emergency situation, however, such appointment shall not last beyond the period of the emergency. An example of such an emergency situation would be if an immediate investigatory interview is required and no Investigator will be available to conduct the interview within a reasonable period of time.

ARTICLE 22
CEREMONIAL ACTIVITIES

Section 1. In the event of the death of a law enforcement officer employed by the Sheriff, or any other County agency or instrumentality, the Employer will permit a minimum of one (1) Investigator to be detailed to participate in funeral services for the deceased officer, to be selected by the Association.

ARTICLE 23
DISCIPLINE

Section 1. Employees may be discharged, suspended or otherwise disciplined for just cause.

Section 2. An employee given the opportunity to appear at a hearing on disciplinary charges shall be given written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action at least five (5) working days prior the hearing.

Section 3. The Association shall be provided with the same notice at the same time as the employee.

Section 4. If an employee is interviewed or interrogated in a disciplinary matter in which the employee reasonably believes will result in discipline against him or her, that employee shall be entitled to have the assistance of an Association representative, if requested. An employee shall have the right of representation at any disciplinary hearing.

Section 5. An employee's prior disciplinary record, other than major offenses, shall not be considered in imposing disciplinary penalties for subsequent offenses if the employee's record has been free of disciplinary offenses for at least one calendar year prior to the subsequent infraction. For purposes of this Section, a major offense is defined as a non-attendance related offense, which results in a penalty of suspension, demotion or removal.

Section 6. All disciplinary actions shall comply with federal and state law, applicable guidelines promulgated by the New Jersey Attorney General and any applicable court rulings.

Section 7. Any minor discipline, defined as a suspension of five (5) days or less, but not a notice of counseling or a verbal or written reprimand, may be appealed using the contractual grievance procedure, including a request for binding arbitration. Any major discipline may be appealed pursuant to the procedures established by the New Jersey Civil Service Commission.

ARTICLE 24
NO WAIVER

Section 1. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which an employee is otherwise entitled.

ARTICLE 25
COMPLETE AGREEMENT

Section 1. The Employer and the Association 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 Association during the term of this Agreement unless agreed to in writing between the Employer and the Association 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 which 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 Association, 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 in which the Association, Sheriff and/or County are a signatory, 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 26
TERM AND EXTENT OF AGREEMENT

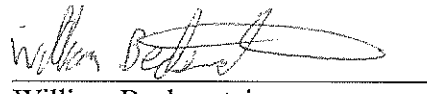
This Agreement shall be effective January 1, 2014 and shall continue in full force until December 31, 2016, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of ____ 2015.

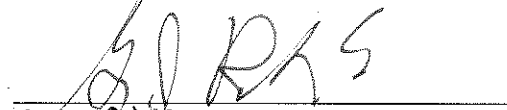
MONMOUTH COUNTY SHERIFF

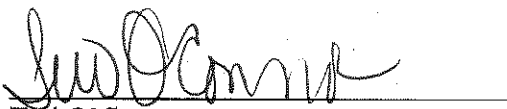

Shaun Golden,
Sheriff

FOP LODGE NO. 30
INVESTIGATIONS UNIT


William Beckenstein
Investigator

MONMOUTH COUNTY
BOARD OF CHOSEN FREEHOLDERS


Gary J. Rich, Sr.
Freeholder Director


Teri O'Connor,
County Administrator

ATTACHMENT A - 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 Association 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 Association 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, 2015, so long as no such changes are implemented for Association 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 Association shall have no right to demand negotiations as to whether or not they shall be implemented, nor shall the Association 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;

BE IT FURTHER RESOLVED that the foregoing changes shall not affect the benefits of any person who has retired prior to the date this Agreement and a memorandum of agreement for a successor collective negotiations agreement is ratified by the parties.

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 Association.
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 Association.

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

For the Association:

Selma Y. Morris
Dated: 9-10-14

For the County of Monmouth:

AK Steven Klemmer Special Constable
Dated: 9/10/14

For the Monmouth County Sheriff

[Signature]
Dated: Warden