

**AGREEMENT**

**BETWEEN**

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

**AND**

**MONMOUTH COUNTY PROCESS SERVERS**

---

**JANUARY 1, 2013 THROUGH DECEMBER 31, 2015**

---

**TABLE OF CONTENTS**

PREAMBLE .....1

ARTICLE 1  
RECOGNITION .....2

ARTICLE 2  
MANAGEMENT RIGHTS .....3

ARTICLE 3  
GRIEVANCE PROCEDURE.....4

ARTICLE 4  
SALARY.....6

ARTICLE 5  
HOURS OF WORK/OVERTIME.....8

ARTICLE 6  
MEDICAL COVERAGE.....9

ARTICLE 7  
VACATIONS .....12

ARTICLE 8  
SICK LEAVE .....13

ARTICLE 9  
PERSONAL LEAVE.....14

ARTICLE 10  
HOLIDAYS .....15

ARTICLE 11  
DEATH IN FAMILY .....16

ARTICLE 12  
NON-DISCRIMINATION .....17

ARTICLE 13  
COMPLETE AGREEMENT.....18

ARTICLE 14  
EMERGENCY CLOSURES .....19

ARTICLE 15  
DISCIPLINE.....20

ARTICLE 16  
DURATION OF CONTRACT.....21

**PREAMBLE**

This Agreement ("Agreement"), effective as of the first day of January, 2013, is by and between the Monmouth County Sheriff ("Sheriff" or "Employer"), the Monmouth County Board of Chosen Freeholders ("Employer-Funding Agent" or "County") and the Monmouth County Process Servers ("Union").

For the Association: BG, LC, BP, EM 1

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for employees of the Sheriff holding the title of Process Server, but excluding managerial executives, confidential employees, professional employees, and all other employees.

For the Association: BG, BC, BD, EM 2

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 2**  
**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, with all of the powers, authority and duties conferred and vested in that office 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 Monmouth County Sheriff's Office and its facilities;
- (b) To determine the standards of services offered and to direct the activities of employees;
- (c) To maintain the efficiency of its operations and to implement such improvements in efficiency as deemed necessary;
- (d) To determine the content of work assignments and the methods, means and personnel by which its operations are to be conducted, including work and shift schedules and overtime assignments;
- (e) To contract for or sub-contract out services; and
- (f) To effect a reduction in force because of lack of work or budgetary or other legitimate reasons.

**Section 2.** This Agreement shall not be interpreted to in any way supersede any of the statutory or constitutional duties, powers, rights or obligations of the Monmouth County Sheriff's Office or the County of Monmouth by the Monmouth County Board of Chosen Freeholders.

For the Association: BG, KC, RD, EM

3

For the County: SK

**ARTICLE 3**  
**GRIEVANCE PROCEDURE**

**Section 1.** A "grievance" is defined as any controversy or dispute arising between the parties and relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

**Section 2.** To be considered in this procedure, a grievance must be initiated by the employee within ten (10) working days from the time the aggrieved employee or Union knew or should have known of its occurrence. Major discipline (i.e. a suspension or fine for more than five (5) working days at any one time, demotion or removal) is not subject to this procedure and must be appealed pursuant to Civil Service Commission regulations.

**Section 3.** The Employer's failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved employee or Union 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 acceptance of the decision rendered at that step.

**Section 4.** Step procedures.

**STEP ONE:**

The Union or aggrieved employee shall present the grievance in writing to the Undersheriff assigned to the Law Enforcement Division within ten (10) working days from the time the aggrieved employee or Union knew or should have known of its occurrence. A meeting may be held with the Union and the Undersheriff, or designee, if the parties mutually decide such a meeting will be beneficial. A written answer to the grievance shall be provided within ten (10) working days after the grievance is received at this step, or after the parties meet, whichever is later.

**STEP TWO:**

If the grievance is not settled at Step One, then within five (5) working days after receipt of an answer at Step One or after the answer at Step One

For the Association: LC, JC, BD, EM 4

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

was due, whichever is earlier, the Union or aggrieved employee may submit the grievance to the Sheriff. A meeting may be held with the Union and the Sheriff, or designee, if the parties mutually decide such a meeting will be beneficial. A written answer to the grievance shall be provided within ten (10) working days after the grievance is received at this step, or after the parties meet, whichever is later.

**STEP THREE:**

If the grievance is not settled at Step Two, then within five (5) working days after receipt of an answer at Step Two, or after the answer at Step Two was due, whichever is earlier, the Union may request binding arbitration through the Public Employment Relations Commission, with a copy of the arbitration request simultaneously served on the Sheriff and the County's Director of Human Resources.

**Section 5.** Proceedings under this grievance procedure may be held during or after the normal workday, as scheduled by the Employer.

**Section 6.** Any arbitrator's fee under Step Three of the grievance procedure shall be paid one-half by the Employer and one-half by the Union. Any other expenses shall be paid by the party incurring such additional expenses.

**Section 7.** An arbitrator shall not have the power to add to, subtract from, or modify any of the provisions of this Agreement.

**Section 8.** It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully resolved.

For the Association: BG, RC, BD, EM 5

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 4**  
**SALARY**

**Section 1.** Effective January 1, 2013, employees who were in the negotiations unit on or before December 31, 2012 shall receive a wage increase of two percent (2.00%) over 2012 wage levels.

**Section 2.** Effective January 1, 2014, employees who in the negotiations unit on or before December 31, 2013 shall receive a wage increase of two percent (2%) over 2013 wage levels.

**Section 3.** Effective January 1, 2015, employees who in the negotiations unit on or before December 31, 2014 shall receive a wage increase of two percent (2%) over 2014 wage levels.

**Section 4.** Employees must be on the Sheriff's payroll as of the date the Union's membership approved a memorandum of agreement accepting the terms set forth in this Article to be eligible for any retroactive salary payments.

**Section 5.** Due to the timing of the County's pay cycle, the parties acknowledge that either in 2015 or 2016 -- depending on whether or not the County decides to issue the paycheck that would otherwise be scheduled for Friday, January 1, 2016, if it was not a holiday, on Thursday, December 31, 2015 or Monday, January 4, 2016 -- an employee's annual 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.

Alternatively, starting in 2016, the County is permitted to permanently change the pay cycle so that an employee's annual salary will be paid in 24 bi-monthly installments, rather than the current 26 or 27 bi-weekly installments. The County shall be permitted to

For the Association: BC, BO, EM 6

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

For the Association: BC, SC, BD, EM 7

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 5**  
**HOURS OF WORK/OVERTIME**

**Section 1.** The standard work day for full-time employees shall consist of seven (7) hours. In addition, there shall be a one (1) hour unpaid lunch period, but included in the standard work day shall be two (2) fifteen (15) minute coffee breaks scheduled by the Employer during the first and second half of the work day. The standard work day for part-time employees shall be determined by management, as per current practice.

**Section 2.** Sick leave shall not count as hours worked for overtime purposes.

For the Association: BC, BC, BD, EM

8

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 6**  
**MEDICAL COVERAGE**

**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 in no event 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 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 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 placed by the County into an IRS type 125 cafeteria plan, in accordance with New Jersey law.

**Section 3.** The provisions of Freeholder Board Resolution #94-267 shall continue to apply, and the 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

For the Association: BC, BS, BO, EM 9

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. If the County imposes such increases, negotiations unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

Non-Mail Order

<b>Retail (brand)</b>	<b>\$20.00 (current \$20.00)</b>
<b>Generics</b>	<b>\$10.00 (current \$5.00)</b>

90 days Mail Order

<b>Retail (brand)</b>	<b>\$15.00 (current \$15.00)</b>
<b>Generics</b>	<b>\$5.00 (current \$0.00)</b>

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

**Section 7.** The parties agree that the employees are engaged in a safety sensitive position and that they are subject to random drug and substance abuse testing, which will be conducted in accordance with the specimen collection policy procedures that have been adopted by the Monmouth County Sheriff.

For the Association: BC, AC, BD, EM

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**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 an Appendix and is incorporated herein.

For the Association: BC, BC, BO, EM

For the County: SK

**ARTICLE 7**  
**VACATIONS**

**Section 1.** Each employee shall be entitled to annual vacation leave, depending upon his or her years of service with the County, as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>VACATION</u></b>
Up to 1 year	1 day per month worked
2 <sup>nd</sup> through 5 <sup>th</sup> year	12 working days
6 <sup>th</sup> through 12 <sup>th</sup> year	15 working days
13 <sup>th</sup> through 20 <sup>th</sup> year	20 working days
21 or more years	25 working days

Part-time employees shall earn vacation leave on a *pro rata* basis.

**Section 2.** Approved vacation carry-over into a succeeding year must be used on or by April 1 of that succeeding year, provided, however, that vacation carry-over will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it.

For the Association: BC, BC, BD, EMI

12

For the County: SK

**ARTICLE 8**  
**SICK LEAVE**

**Section 1.** Subject to the County's adopted leave policy and the rules and regulations of the Sheriff, the Employer shall provide full-time employees with one (1) sick day per month worked during the first calendar year of employment and fifteen (15) sick days per year, advanced at the beginning of the calendar year in anticipation of continued employment, after the first calendar year of employment. Part-time employees shall earn sick leave on a *pro rata* basis.

**Section 2.** Sick leave may be taken in hourly increments.

**Section 3.** Any sick leave not used in a calendar year shall accumulate to the employee's credit from year-to-year to be used if and when needed for such purpose.

For the Association:

BC, SC, RP, EM

13

For the County:

SK

**ARTICLE 9**  
**PERSONAL LEAVE**

**Section 1.** Except where work demands of the office do not permit, employees are granted up to three (3) days of paid personal leave per year. Personal leave does not accumulate from year-to-year. Part-time employees shall earn personal leave on a *pro rata* basis.

**Section 2.** Except under emergency circumstances, all requests to use personal leave shall be made at least five (5) working days prior to the date the leave is requested.

For the Association: AC, JC, ED, EM 14

For the County: JC  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 10**  
**HOLIDAYS**

**Section 1.** The following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
Good Friday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

**Section 2.** Holidays falling on a Sunday will be observed on the following Monday, and holidays falling on a Saturday will be observed on the preceding Friday.

**Section 3.** Any other holidays granted generally to County employees by resolution of the Board of Chosen Freeholders shall also be granted to employees covered by this Agreement.

For the Association:

BC, SK, PD, EM

15

For the County:

SK

**ARTICLE 11**  
**DEATH IN FAMILY**

**Section 1.** An employee shall receive up to five (5) days leave due to the death of his or her parent, spouse, civil union partner, child or step-child.

**Section 2.** An employee shall receive up to three (3) days leave due to the death of his or her parent-in-law, grandparent, grandparent-in-law, or sibling.

**Section 3.** The days provided under this Article shall not be treated as sick leave.

For the Association: BC, AC, BO, CM 16

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 12**  
**NON-DISCRIMINATION**

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.

For the Association: BC, BD, EM 17

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 13**  
**COMPLETE AGREEMENT**

**Section 1.** The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of this Agreement.

**Section 2.** If any of the provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

For the Association: BC, SK, BO, EM 18

For the County: SK  
Process Servers Association Collective Negotiations Agreement, March 5, 2015

**ARTICLE 14**  
**EMERGENCY CLOSURES**

**Section 1.** On days when the County closes all of its offices because of snow or other emergency, the following wage rates shall apply during the duration of the closure:

(a) If all County offices are closed for the full day, any negotiations unit employee working during the closure will receive two (2) times his or her regular wage for all hours actually worked.

(b) If all County offices are closed for less than a full day, each negotiations unit employee working on that day will be paid two (2) times his or her regular wage rate for all hours actually worked, or until such time as the closure is ended. All other hours worked on that day shall be paid at the rate called for in this Agreement.

**Section 2.** This Article shall not apply if less than all County offices are closed.

For the Association:

*BC, EC, BO, EM*

19

For the County:

*SK*

**ARTICLE 15**  
**DISCIPLINE**

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

**Section 2.** Permanent employees in the career service or those persons serving in a working test period shall be subject to the discipline procedures set forth in N.J.A.C. 4A:2-2.1 et seq.

**Section 3.** An employee shall be entitled to request Union representation in a meeting or investigatory interview with management, if the employee reasonably believes the meeting or interview may result in disciplinary action being taken against him or her.

For the Association:

*[Handwritten signatures]*

20

For the County:

*[Handwritten signature]*

**ARTICLE 16**  
**DURATION OF CONTRACT**

**Section 1.** This Agreement shall be effective as of the first day of January 2013 and shall remain in full force and effect until the 31<sup>st</sup> day of December 2015.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this \_\_\_\_ day of March, 2015.

**MONMOUTH COUNTY SHERIFF:**

  
Shaun Golden,  
Sheriff

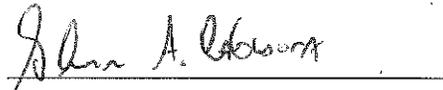
**MONMOUTH COUNTY  
BOARD OF CHOSEN FREEHOLDERS:**

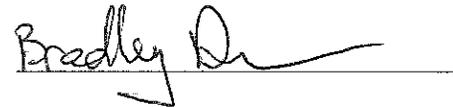
  
Gary Rich,  
Freeholder Director

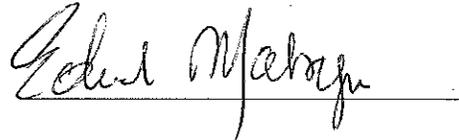
  
Teri O'Connor,  
County Administrator

**PROCESS SERVERS:**









For the Association:

 21

For the County:



Process Servers Association Collective Negotiations Agreement, March 5, 2015

## 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 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, 2015, 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:

Bernard J. Herman  
Dated: 1-22-15

Edna M. Lopez 01/22/2015

Bradley Orr 1/22/2015

R. A. Citarone 1/22/2015

For the County of Monmouth:

A.P.L. Stern Klemm  
Dated: 1-22-15

For the Monmouth County Sheriff

J. J. #5 Lt. Finck  
Dated: 1/22/15