

**AGREEMENT**

BETWEEN

THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS,  
THE MONMOUTH COUNTY SHERIFF

-and-

CWA LOCAL 1075  
[MONMOUTH COUNTY POLICE RADIO UNIT]

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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”), the Monmouth County Sheriff (“Employer” or “Sheriff”) and CWA Local 1075 (“Union”).

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

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

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The County and Sheriff recognize the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for employees working for the Sheriff's Communication Division in the following titles:

- 1) **Public Safety Telecommunicator Trainee**
- 2) **Public Safety Telecommunicator**
- 3) **Senior Public Safety Telecommunicator**

Confidential employees, managerial executives, police, clerical, professional and supervisory employees are excluded from the negotiations unit.

**ARTICLE 2**  
**UNION SECURITY**

**Section 1.** The Employer agrees to the following form of Union security:

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

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

**Section 3.** The Union agrees to hold the County and Sheriff harmless from any action taken by the County and/or Sheriff 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 4-7 of this Agreement for the provisions of the WDEA.

**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 up to four (4) Stewards and one (1) Chief Steward. The Union will provide written notification to the Employer of the names of each Steward and the Chief Steward, and shall notify the Employer of any changes in designation as they occur.

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

**Section 3.** Except for handling grievances and negotiating contracts, Stewards will not be allowed to transact any Union business using the Employer's time or property. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during their normal work hours. The Union may not use the Employer's resources (including e-mail, copiers and computer systems) for Union business without prior Employer authorization.

**Section 4.** An authorized representative of the Union may have access to the Sheriff's facilities on application to the Undersheriff in charge of the Communications Division, or designee. A Union representative shall not interfere with employees or cause them to neglect their work.

**Section 5.** The Union shall hold the County and Sheriff harmless against any injuries or accidents that may occur to the Union's authorized representative while he or she is on County property.

**Section 6.** The Union shall be allocated forty (40) hours of paid leave per year for attendance at formal Union meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization submitted by the Chief Steward to the Undersheriff in charge of the Communications Division, or designee, indicating the names of the attending individuals and the times when their attendance will be required. In order to facilitate scheduling, advance notice of the use of leave time should be provided at least three (3) weeks prior to scheduled meetings.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

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

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

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

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

**Section 5.** The Employer will continue to maintain time clocks during the term of this Agreement.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**Section 1.** A “grievance” means a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

**Section 2.** To be considered under this procedure, a grievance must be initiated within ten (10) working days from the time when the cause for the grievance first 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, within ten (10) days of when it first arises, shall be taken up between the employee, the Steward, and the employee’s shift supervisor. The shift supervisor shall give an oral or a written decision on the grievance within five (5) working days thereafter.

**STEP 2** - If the grievance is not resolved at Step 1, it shall be reduced to writing within five (5) working days after the Step 1 answer is received or due, whichever is sooner. The grievance must state the specific provision of the Agreement brought into question and shall be served upon the 9-1-1 Coordinator. The grievance shall be promptly discussed between the 9-1-1 Coordinator and a representative of the Union. A written decision shall be given to the Union within ten (10) days of its receipt by the 9-1-1 Coordinator.

**STEP 3** - If the grievance is not resolved at Step 2, the Union shall notify the Undersheriff in charge of the Communications Division within five (5) days after the Step 2 answer is received or due, whichever is sooner. The Undersheriff shall review the grievance within ten (10) working days after receipt of such notice and provide the Union with a written decision within ten (10) working days thereafter.

**STEP 4** - If the grievance is not resolved at Step 3, then the Union may request arbitration within ten (10) working days after the decision at Step 3 is received or due, whichever is sooner, through the New Jersey Public Employment Relations Commission (“PERC”).

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

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

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

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

**Section 8.** Any step in the grievance procedure may be waived by mutual written consent, and any time period or limitation contained in the grievance procedure may similarly be waived by mutual written consent.

**ARTICLE 6**  
**SALARY**

**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 the members of this negotiations unit, which requires employees to at times perform work in challenging conditions, there shall be an additional increase of \$800.00 in base pay to each negotiations unit member on January 1<sup>st</sup> 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. Newly Hired Employees/Intergovernmental Transfers.** The entry level salary for a newly-hired Public Safety Telecommunicator Trainee (“PST Trainee”), effective January 1, 2018, shall be \$42,000 and shall increase by \$650.00 each January 1<sup>st</sup> thereafter during the term of this Agreement. PST Trainees shall not be entitled to any increase pursuant to Sections 1 through 5 of this Article while serving in that title. Instead, effective January 1, 2018, upon completing training and being promoted to Public Safety Telecommunicator (“PST”), these employees shall receive an immediate salary increase to \$44,000. The entry level salary for a PST shall increase by \$650.00 each January 1<sup>st</sup> thereafter during the term of this Agreement. The

foregoing shall be retroactively applied to any PST Trainee who was promoted to PST and received the prior PST entry level salary of \$41,000. PSTs shall then be entitled to the increases set forth in Sections 1 through 5 of this Article, starting the January 1<sup>st</sup> after their promotions.

The Sheriff has the discretion to offer an intergovernmental transfer (“IGT”) a starting salary of no less than \$44,000 and no more than \$50,000. They shall be entitled to the increases set forth in Sections 1 through 5 of this Article, starting the January 1<sup>st</sup> following their hire.

**Section 7. Senior Public Safety Telecommunicators.** The minimum salary of a Senior Public Safety Telecommunicator (“SPST”) effective January 1, 2018 shall be \$75,010 (increased from the 2017 minimum of \$74,360) and shall increase by \$650.00 each January 1<sup>st</sup> thereafter during the term of this Agreement. Employees promoted to SPST shall either receive the minimum salary or a four (4%) percent salary increase, whichever is greater, and shall be entitled to the increases set forth in Sections 1 through 5 of this Article starting the January 1<sup>st</sup> following their promotion.

**Section 8.** Effective January 1, 2016, the County is permitted to change the pay cycle so an employee’s annual salary will be paid in 24 monthly installments.

**Section 9.** Employees must be on the payroll 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.

**ARTICLE 7**  
**SENIORITY**

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

**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 Employer shall have the final authority to reassign or transfer an employee as workload dictates. Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation scheduling, provided that it may not strictly apply where 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 as set forth in Article 5 of this Agreement and must instead utilize the Civil Service Commission's procedure to appeal the discharge or release.

**Section 4.** The filling of vacancies and positions shall be subject to Civil Service Commission regulations. For promotions, each interested employee shall be interviewed, and if not selected to fill the promotion will be given the reason for that decision.

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

**Section 6.** The Employer 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 AND OVERTIME**

**Section 1.** The normal workweek shall consist of forty (40) hours (two (2) twelve (12) hour workdays, two (2) eight (8) hour workdays, and three (3) consecutive days off). Each workday shall include a paid one-half (½) hour lunch period for days scheduled for more than four (4) hours, during which the employee may not leave the Employer’s premises. The Employer retains the right to make changes to the work schedule at any time after notice and consultation with the Union.

**Section 2.** All employees shall receive time and one half pay for all hours actually worked in excess of forty (40) hours in a week. Sick days shall not be counted as time worked in a week and sick leave shall not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act (“FLSA”).

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

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

**Section 5.** In the event an employee is called back to work after completion of a normal work shift, he or she shall be entitled to a minimum of two (2) hours pay at the overtime rate. This minimum shall not apply if the employee is called back to work two (2) hours or less prior to the start of his or her regular work assignment.

**Section 6.** Employees shall be granted a paid fifteen (15) minute break during each four (4) hours of an assigned shift, which shall be unscheduled, and the timing of which shall be determined by workload and/or the need to ensure adequate staffing.

**Section 7. Shift Switches.** Employees shall not be permitted to switch shift assignments without the Employer's permission. Employees may request to switch shifts up to twelve (12) times in a calendar year with only the employee requesting a shift switch being charged one of his or her allotted twelve (12) shift switches. Unused shift switches do not carry over from year to year.

Shift switch assignments shall be of equal length (e.g. an eight (8) hour shift for an eight (8) hour shift, or a twelve (12) hour shift for a twelve (12) hour shift), provided, however, that two (2) eight (8) hour shifts cannot be combined to create a sixteen (16) hour shift. The Employer may permit a partial shift switch at its discretion, which if permitted shall count as one of the twelve available to the requesting employee. All shift switches must be fully completed during the County's established workweek (currently, Saturday at 12:00 A.M. through Friday at 11:59 P.M.), and cannot result in overtime.

Shift switching requests must be submitted no less than seventy-two (72) hours and not more than thirty (30) days prior to the date of the switch to be considered, except in extenuating circumstances and in the Employer's sole and complete discretion. The Employer may only require an employee to provide a reason for a shift switching request when it is made within the seventy-two (72) hour window. Employees are required to submit all shift switching requests via e-mail within the above-noted time frames, with emergent requests clearly noted as such in the subject line. All shift switches must be approved in advance by a Supervisor, will be reviewed as

soon as possible after they are submitted by the requesting employee, and will not be unreasonably denied.

If an employee uses sick time during a shift switch, he or she will be required to follow the SOP in place with respect to sick time requests. Failure to supply a note, if required, will result in a forfeiture of the employee's shift switch privileges for thirty (30) days for the first occurrence in a calendar year, sixty (60) days for the second occurrence in a calendar year, and ninety (90) days for the third occurrence in a calendar year.

Both employees involved in a shift switch request must be eligible to do so or the request will be denied. If an employee involved in a shift switch is out of work due to an extended Family Leave, extended Medical Leave, has resigned, has been suspended or has a work limitation in effect, that employee will be deemed "not eligible," any shift switch involving that employee will be rescinded and both participant's schedules will be returned to their original work schedules beginning on the first day of the workweek after the event took place.

Employees utilizing a shift switch may be required to work mandatory overtime. Any shift switch not approved by a Supervisor will be considered an unauthorized absence and will result in progressive disciplinary action. Employees switching shifts will be allowed to use benefit time, except for Personal Days established in Article 14, Section 2, and so long as the shift switch does not create overtime at the time of approval.

SPSTs may switch with a PST providing that PST has a minimum of ten (10) years of service, and there is another SPST or supervisor working. Switching within a switch is prohibited and employees cannot switch with themselves.

**Section 8.** Compensatory time off may be granted on request of an employee and at the sole discretion of the Employer. Scheduling shall be by request of the employee, and such

requests will not be unreasonably denied. Employees earning compensatory time may hold up to a maximum of eighty (80) hours during the course of the year, provided that the Employer retains the right to pay out of some or all the accumulated hours in December of each year.

Each employee shall have the option to cash-in accrued compensatory time twice annually, up to a maximum of eighty (80) hours per year. To be eligible, the employee shall provide the Sheriff with at least thirty (30) days' notice prior to June 1 and November 1 of his or her intent to cash-in compensatory time, and the amount of compensatory time requested to be cashed-in. An employee must request to cash in at least twenty (20) hours of compensatory time or the request will be denied. Payments shall be made in the first pay period of July for the June cash-in and the first pay period in December for the November cash-in at the rate of pay in effect at the time of cash-in.

**Section 9.** When the Employer assigns an employee to assist another agency during non-duty hours, compensation will be paid at the overtime rate.

**Section 10. Shift Bidding.** The following rules are established for shift bidding:

1. Employees shall be allowed to bid for their preferred shift annually by seniority and title.
2. An employee will not be forced onto a specific shift unless it is as a result of an agreement to resolve a disciplinary action or some other agreement.
3. An employee who voluntarily passes on his or her bid, in order to choose at a lower seniority point, will be reflected on the bidding roster.
4. Upon completion of shift bidding, employees will not be allowed to change their schedules even if a vacancy occurs.
5. New hires (PST Trainees, SPSTs, or IGTs) will be assigned a shift and days off based upon operational needs.

**ARTICLE 9**  
**OUT OF TITLE PAY**

**Section 1.** An employee who is authorized by an immediate supervisor to perform the functions of a senior position shall be eligible to receive additional compensation at the current senior rate, as set forth in Article 6, Section 7 of this Agreement (i.e. the \$75,010 minimum SPST salary, and as increased each year of the Agreement, or a four percent (4%) salary increase, whichever is greater). Such additional compensation shall be paid only when the employee assumes senior duties.

**ARTICLE 10**  
**UNIT WORK**

**Section 1.** Due to the nature of the 9-1-1 Communications Center, a supervisory or technical employee will be permitted to perform unit work at any time.

**ARTICLE 11**  
**UNIFORMS**

**Section 1.** Except as set forth in Section 4 of this Article, all employees are responsible for the purchase of the required uniform at their own expense. If the Employer requires a material change in the existing uniform, it shall be responsible for the initial purchase of same.

**Section 2.** The Employer retains the right to direct the uniform to be worn by employees, along with any safety equipment necessary to perform the work. It further reserves the right to modify its practices on reasonable notice to the Union and upon further consultation with the Union.

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

**Section 4.** Effective upon ratification of this Agreement by all parties, the Employer will provide all employees serving in the title of PST Trainee a complete initial uniform as established by the Employer, including footwear (two long sleeve shirts, two short sleeve shirts, two pairs of long pants, one job shirt, one belt and one pair of boots). Any employee hired in the title of PST Trainee thereafter, or hired as an IGT, shall be similarly outfitted. The Employer shall determine in its discretion how to meet its obligations under this Section, which may include either providing the uniform directly through a quartermaster system and/or reimbursing employees for the costs of the uniform. Thereafter, Section 1 of this Article shall apply.

**ARTICLE 11A**  
**BENEFIT TIME USAGE**

The following provisions are applicable to holiday time granted pursuant to Article 12, Holidays; vacation time granted pursuant to Article 13, Vacations; and sick and personal time granted pursuant to Article 14, Leaves:

1. All benefit time may be used in increments of no less than one (1) hour.
2. An employee with benefit time scheduled for the beginning of a shift shall not be forced to work overtime after the regularly scheduled conclusion of the prior shift.

**ARTICLE 12**  
**HOLIDAYS**

**Section 1.** Employees will not receive any type of holiday pay, but instead will only receive regular straight time pay if scheduled to work on a recognized County holiday. All employees will be afforded thirteen (13) alternate days off per year. Should the Employer advise an employee that he or she cannot take a scheduled alternate day off due to scheduling needs, he or she will receive regular straight time pay for the alternate day that could not be utilized by no later than the first pay in December.

**Section 2.** On days when all County offices are closed 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 from 9:00 a.m. until 4:30 p.m., any negotiations unit employee working on that day [11 p.m. to 11 p.m.] will receive two (2) times his or her regular wage for all hours actually worked throughout his or her full regular shift. In no case shall more than eight (8) hours additional pay be credited.
- (b) If all County offices are closed after 9:00 a.m. or for less than a full day, each negotiations unit employee working on that day [11 p.m. to 11 p.m.] will be paid two (2) times his or her regular wage rate for all hours actually worked up to the number of hours the County offices were closed. In no case shall more than eight (8) hours additional pay be credited. All other hours worked on that day shall be paid at the rate called for in this Agreement.
- (c) This section shall not apply if less than all County offices are closed.

**Section 3. Cash out of Holiday Time.** Employees shall have the option to cash-in earned holiday time (a.k.a. “float-holiday time”), which shall be processed twice annually in June and November. Employees must submit a written or e-mailed request to cash-in such time to the 911 Coordinator or designee by April 30<sup>th</sup> for the June cash-in and by September 30<sup>th</sup> for the November cash-in. An employee must request to cash in at least twenty (20) hours of float-holiday time. Payments shall be made in the first pay period of July for the June cash-in and the

first pay period in December for the November cash-in at the rate of pay in effect at the time of cash-in.

**ARTICLE 13**  
**VACATIONS**

**Section 1.** The Employer will grant to all negotiations unit employees vacation with pay in accordance with the following schedule [Note: each "working day" shall be deemed to be an eight (8) hour day]:

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

**Section 2.** Employees will be credited for a year of service in determining time served for their vacation time no matter when an employee began his or her employment.

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

**Section 4.** An employee is expected to utilize his or her entire vacation allotment during the calendar year in which it is earned. Vacation carry-over will be permitted only in extremely rare cases, and at the Employer's sole discretion, when an urgent or highly unusual situation necessitates it. Any approved vacation carry-over into a succeeding year must be used by March 31<sup>st</sup> of that succeeding year. Vacation scheduling shall take place using the following procedures:

Vacation schedules will be posted during the first week of November and the first week of January of each year for employees to schedule their vacations according to seniority for the succeeding half-year. This posting shall be removed by December 15<sup>th</sup> and June 1<sup>st</sup>, respectively. Vacation time must be submitted no later than March 15<sup>th</sup> for the second half of the year to allow the scheduler to review, approve and deny time, thus allowing employees to resubmit any denied or un-submitted time before the June 1<sup>st</sup> posting deadline for coverage with overtime as needed.

Vacation time that an employee seeks to schedule after the June 1<sup>st</sup> posting deadline shall be granted on a first-come, first-serve basis, and such vacation time cannot result in overtime being incurred. The Employer retains the right to assign vacation days where an employee has selected and scheduled fewer than his or her fully allotted vacation time by the June 1<sup>st</sup> deadline.

A vacation leave request will not be approved if more than five (5) employees per shift have already been approved for vacation or other leave, except in the Employer's sole discretion. Employees who are on a medical leave or are suspended for disciplinary reasons shall not be counted towards the five (5) employee maximum.

**Section 5.** Vacations should normally be taken in five (5) day increments, but increments of one (1) day may be approved in the Employer's discretion, with seniority a consideration as to whether or not such request will be granted.

**ARTICLE 14**  
**LEAVES**

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

1. Eight (8) hours [one (1) day per month] earned per month worked during the first year of employment.
2. One hundred and twenty (120) hours [fifteen (15) days per year] advanced for each calendar year thereafter.

Unused sick leave accumulates from year to year.

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

**Section 2. Personal Days.** An employee is entitled to 24 hours' leave each calendar year for the transaction of personal business, which does not carry over from year-to-year. A request to use personal leave is subject to the Employer's approval, and shall be submitted at least 72 hours prior to the date the leave will be used, except in emergencies where the need for such leave could not reasonably have been foreseen earlier. The Employer may deny a request to use personal leave for legitimate operational reasons only if the request would create a staff shortage and no coverage is found to replace the employee taking leave. Personal leave may also be denied on the day before or the day following a vacation day, except in extenuating

circumstances. Approval of personal leave requests beyond the foregoing limitations may be granted in the Employer's discretion.

**Section 3. Bereavement Days.** Employees shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, domestic or civil union partner, sibling, child or stepchild. Employees shall be granted three (3) days off with pay in the event of the death of a parent-in-law, grandparent, grandchild or other member of an employee's immediate household. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

**Section 4. Jury Duty.** Employees shall be given time off without loss of pay when performing jury duty. Employees serving on jury duty shall be entitled to receive from the County their usual compensation for each day of jury service, however, any compensation received by an employee while receiving full pay from the County while on jury duty shall be endorsed by the employee to the County Treasurer, as required by N.J.S.A. 2B:20-16.

**Section 5. Compensation Days.** An employee with compensation time due may request to use that time upon prior written notice, which shall normally be given five (5) days prior to anticipated use and subject to the Employer's approval. Approval shall not be unreasonably withheld unless a staff shortage will be incurred.

**Section 6. Supplemental Compensation.** Upon an employee's death, the County shall pay supplemental compensation to the employee's estate in the amount of one-half (1/2) of the employee's earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of employment prior to the date of death, but not to exceed \$15,000 or such higher amount as the County may hereafter adopt by resolution.

**ARTICLE 15**  
**BULLETIN BOARD**

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

**Section 2.** All such notices are to be presented to the Undersheriff in charge of the Communications Division, or designee, prior to posting.

**Section 3.** The Employer will utilize PowerDMS to disseminate important documents, where they will be maintained for review by any employee.

**ARTICLE 16**  
**HEALTH BENEFITS**

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

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

**Section 3.** The provisions of Freeholder Resolution #94-267 shall continue to apply, and the County's traditional indemnity medical insurance program shall neither be offered nor available to employees hired on July 1, 1994 or thereafter. Freeholder Resolution #94-267 and a related sidebar agreement, dated April 4, 2007 are attached hereto as appendices to this Agreement.

**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

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

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

**Section 7.** The parties agree that if there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the Employer may test that person. Any such test will be conducted in accordance with the specimen collection policy procedures set forth in the Commercial Driver’s License (“CDL”) substance abuse testing policy as adopted

by the County by formal resolution.

**Section 8.** The Employer shall provide each employee with the opportunity for an annual hearing and eye examination at the Employer's cost. The scope of the examination will be determined by the Employer. If an employee wishes to take advantage of such examination, he or she must schedule it during off-hours and within the first three (3) months of each new year. The Employer reserves the right, at its sole discretion, to mandate that employees undergo annual screenings.

**Section 9.** 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 17**  
**SEPARATION**

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

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

**Section 3.** No employee shall be suspended or removed without just cause.

**ARTICLE 18**  
**VETERANS AND VOLUNTEER RIGHTS AND BENEFITS**

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

**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, such as scheduling, equipment and security. 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 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 include the expected agenda.

**ARTICLE 20**  
**COLLEGE INCENTIVE**

**Section 1.** Effective April 1, 2016, the college incentive program was eliminated from the Agreement. Instead, any tuition assistance and reimbursement is now provided to members of the negotiations unit to the same extent and under the same conditions as generally offered by the County to its non-represented employees. All employees who earned a college incentive under the prior program shall be entitled to retain the additional compensation provided for by that prior program so long as they continue in the negotiations unit.

**ARTICLE 21**  
**GENERAL**

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

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

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

**ARTICLE 22**  
**FULL BARGAIN PROVISION**

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

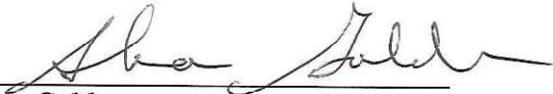
**ARTICLE 23**  
**DURATION**

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 SHERIFF**

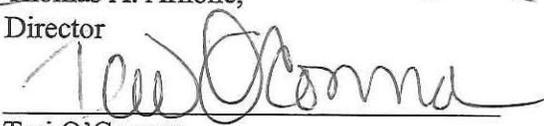
**CWA LOCAL 1075**

  
\_\_\_\_\_  
Shaun Golden,  
Sheriff

  
\_\_\_\_\_  
  
\_\_\_\_\_

**MONMOUTH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Thomas A. Arnone,  
Director

  
\_\_\_\_\_  
Teri O'Connor,  
County Administrator



# APPENDIX A

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

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

Freeholder        HANDLIN                offered the following  
resolution 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 Larrison*

CLERK

# APPENDIX B

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

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

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

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

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

WHEREAS, to facilitate good labor relations;

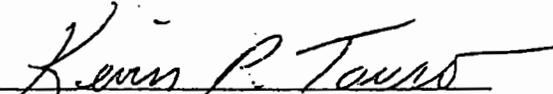
IT IS HEREBY AGREED as follows:

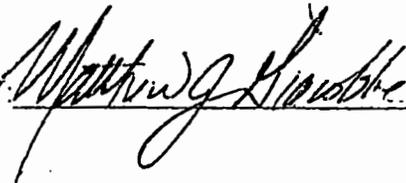
1. Should the County grant any other County bargaining unit with retirement health benefits in the future, it agrees to reopen contractual negotiations with the Union as to any and all of its bargaining units upon written notice from the Union;

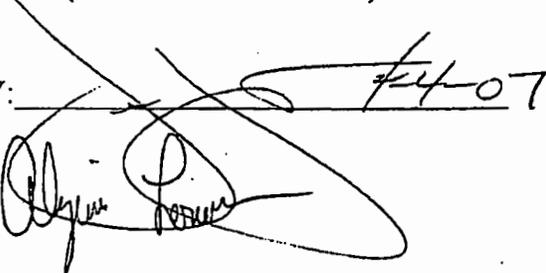
2. The County agrees that should it grant any non-bargaining unit employee with retirement health benefits it will notify the Union that it has granted a non-bargaining unit employee retirement health benefits within ten (10) business days; and

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

BY:   
COUNTY OF MONMOUTH

BY:   
CWA LOCAL 1034  
(POLICE RADIO UNIT) 4-4-07

BY: 

BY:   
4-4-07

# **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.