

AGREEMENT

between

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

-and-

MONMOUTH COUNTY SHERIFF'S OFFICERS, PBA LOCAL NO. 314

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**January 1, 2022 through December 31, 2025**

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**PREAMBLE**

This Agreement, effective as of January 1, 2022, is by and between the Monmouth County Sheriff (“Sheriff” or “Employer”), the Monmouth County Board of County Commissioners (“County” or “Employer-Funding Agent”) and Police Benevolent Association Local No. 314 (“PBA” or “Association”), and is designed to maintain and promote a harmonious relationship between the Sheriff, the County, and those employees within the negotiations unit defined herein so that a more efficient and progressive public service may be tendered.

**ARTICLE 1**  
**RECOGNITION**

The Sheriff and the County hereby recognize the Association as the sole and exclusive majority representative, within the meaning of the New Jersey Employer- Employee Relations Act, N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees employed in the title of Sheriff’s Officer and Sheriff’s Officer Bilingual Spanish and English. All other titles are excluded from the negotiations unit.

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

**Section 1.** Upon receipt of a written authorization from an employee, which may be revoked in writing and according to law, the County agrees to deduct the regular monthly dues of the Association as the majority representative from that employee’s pay and to remit such deduction in accordance with current remittance practice to the Association as designated by the employee in writing to receive such deductions. The Association will notify the County in writing of the exact amount of the regular membership dues to be deducted.

**Section 2.** The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County with regard to the dues check-off, except for any claims that result from negligent or improper acts of the Employer or its agents.

**Section 3.** On or about the last day of each month, starting the month this Agreement becomes effective, the County will submit to the Association a list of all employees who began employment in a negotiations unit position during the preceding thirty (30) day period. The list will include the name, job title and date of employment for each employee.

### **ARTICLE 3** **ASSOCIATION RIGHTS**

**Section 1.** The Association shall be allocated one hundred (100) days of paid leave per year for attendance at PBA meetings and conventions and New Jersey law enforcement funerals. Leave pursuant to this provision shall be granted upon a written authorization submitted by the Association's President to the Sheriff, or designee, indicating the name or names of the individuals and the date or dates on which their absence will be required. Starting in the terminal year of this Agreement, up to fifteen (15) additional days will be made available specifically for the purposes of negotiations and/or interest arbitration proceedings, which may carry over from year-to-year until a successor Agreement is completed or an interest arbitration award is received.

**Section 2.** The Association shall provide advance notice of the use of Association leave time. In the case of scheduled meetings, such notice shall be given at least five (5) working days prior to the scheduled date of leave.

**Section 3.** With prior notice to the Sheriff or designee, the Association President and PBA Delegate shall be granted reasonable time off to investigate grievances.

**Section 4.** The Association President, or designee, shall have the right to visit the County's facilities in order to represent or service employees covered by this Agreement, but shall not unreasonably interfere with the operations of the Sheriff or County.

**Section 5.** The Sheriff, or designee, shall grant the Association President and/or PBA Delegate requested leave for attendance at state or county PBA meetings provided that the request is received at least five (5) working days in advance; emergencies excepted. Such leave shall not increase the total number of Association days set forth in Section 1, above, and shall be counted against those days.

**Section 6.** The County will provide the Association with dedicated office space at the Public Safety Center that is large enough to accommodate a desk and chair, two guest chairs, and two filing cabinets. The Association shall be responsible for all ancillary costs and expenses of furnishing and maintaining the office. The County will request from the Assignment Judge of Monmouth County similar office space for the Association at the Monmouth County Courthouse however, the parties agree that if such space in the Courthouse is not available it shall not be deemed a violation of the Agreement and the Association shall have no right to challenge the unavailability of such space in any forum.

**Section 7.** In an effort to ensure that departmental investigations are conducted in a manner that is fair and promotes good order and discipline, all administrative and internal affairs investigations, whether conducted in-person or through written questionnaire, will be conducted pursuant to the New Jersey Attorney General's Internal Affairs Policy & Procedures to the extent applicable.

**Section 8.** When a Sheriff's Officer is involved in a critical incident, such as a shooting,

motor vehicle accident, or physical altercation, and requests medical attention or evaluation, he or she shall be removed from the area as soon as possible and shall not be required to respond to any questions or supply any statement or written report, except as needed to preserve life or health, until released by the evaluating physician or other medical professional. Such delay shall not exceed forty-eight (48) hours except in the event of physical and/or mental incapacitation.

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

**Section 1.** The parties recognize that the Sheriff has and will continue to retain the right and responsibility to direct the affairs of the Monmouth County Sheriff's Office ("MCSO") in all its various aspects.

**Section 2.** Among the rights retained by the Sheriff are the right to direct the work force; to plan, direct, and control all the operations and services of the MCSO; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and that a grievance may be filed by the Association alleging such conflict.

**Section 3.** The parties recognize that during the course of the COVID-19 Public Health Emergency, the Sheriff's Department was required to adjust its usual operations for the health and safety of its personnel. The PBA agrees that any such actions taken by the Sheriff during the COVID-19 Public Health Emergency, or during any future public health emergency declared by the federal or state government, may not following the termination of that emergency be utilized

by the PBA as evidence of “past practice” in any future grievance, unfair practice or other legal challenge it may file with respect to the terms and conditions of employment. This provision shall not prohibit the PBA from grieving or otherwise challenging an action taken by the Sheriff during the course of a future public health emergency as a violation of this Agreement or established past practice.

## **ARTICLE 5** **STRIKES AND LOCKOUTS**

**Section 1.** Neither the Association nor any of its officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the MCSO’s operations.

**Section 2.** Any employee who violates any of the provisions of this Article may be discharged or otherwise disciplined pursuant to the rules and regulations of the New Jersey Civil Service Commission ("Civil Service Commission") and applicable law.

**Section 3.** The Employer shall not engage in any lockouts.

## **ARTICLE 6** **HANDBOOK AND WORK RULES**

**Section 1.** The parties agree that, to the extent that they are not inconsistent with any provision of this Agreement, the Association and negotiations unit members are entitled to the benefits of and are bound by the requirements of the County's Employee Guide to Policy, Benefits and Services (“Handbook”). The parties specifically endorse the provisions of the latest edition of the Handbook, to the extent that those provisions are not covered by this Agreement.

**Section 2.** The Employer shall establish reasonable and necessary rules of work and conduct for employees, which shall be equitably applied and enforced. Except under emergent



circumstances, the Association will be provided fourteen (14) calendar days advanced written notice of any changes to the Handbook or any Sheriff's "Written Directive" which is defined as "any written document used to guide or affect the performance or conduct of agency personnel. The term includes policies, procedures, rules and regulations, general orders, special orders, memorandums, and instructional material."

**Section 3.** The Employer shall provide the Association with access to the Sheriff's currently applicable Written Directives as well as a copy of all Handbooks, Personnel Manuals and Personnel Policies promulgated by the County.

## **ARTICLE 7** **DISCIPLINE**

**Section 1.** An employee may be discharged, demoted, or otherwise disciplined for just cause.

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

**Section 3.** The Employer shall simultaneously provide the Association with the written notice required by Section 2, above, unless the employee advises the Employer that he or she does not want such notification to be made.

**Section 4.** An employee shall have the right to be represented at any disciplinary hearing.

**Section 5.** Any employee ordered or required to appear before the Employer, or any legitimate agent thereof, for interview or interrogation, and has reason to believe that he or she may be subject to disciplinary charges as a result of said appearance, shall have a right to request and receive an Association representative prior to the commencement of the interview or

interrogation.

**Section 6.** If an employee is indefinitely suspended without pay for more than sixty (60) days based upon a pending criminal complaint or indictment, as provided for by N.J.A.C. 4A:2-2.7, his or her County-funded health benefits shall cease at the earliest administratively feasible date thereafter, provided the County institutes the same policy for its unrepresented employees. Any such employee shall be offered continuation coverage through COBRA to the extent eligible.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

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

**Section 2.** A “grievance” means a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, or any dispute concerning the terms and conditions of employment.

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

**Step One:** The Association shall present the grievance under Step One to the Undersheriff assigned to the Law Enforcement Division. The grievance shall be presented in writing within ten (10) working days of its occurrence. The Undersheriff or designee shall respond within seven (7) working days of receipt of the grievance.

**Step Two:** If the Association is not satisfied with the decision at Step One, or if no decision is issued within seven (7) working days as required in Step One, then the grievance shall be presented in writing to the Sheriff within seven (7) working days after the decision in Step One is received or due. The Sheriff, or designee, shall give the Association a written answer within seven (7) working days of the receipt of the written grievance; or may arrange a meeting with the Association in which case the Sheriff, or designee, shall give the Association a written answer to the grievance within three (3) working days after the date of such meeting. If a grievance is not resolved at Step Two, the Association may elect to proceed to Step

Three, unless the subject matter of the grievance falls under the jurisdiction of the Civil Service Commission, in which case the Association and employee must utilize the procedures established by the Civil Service Commission.

**Step Three:** If the Association is not satisfied with the decision at Step Two, or if no decision is issued within the time permitted under Step Two, then the Association may request arbitration within fifteen (15) days after the reply of the Sheriff is received or due. Said arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the Employer and the Association. The decision of arbitration shall be final and binding on both sides. The arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

The time requirements established at any step may be relaxed for good cause.

## **ARTICLE 9** **SALARY**

**Section 1.** Employees shall receive the salaries set forth in the negotiated salary guide attached to this Agreement as Appendix A, except that the parties note that three employees hired in 2014, Shan Ali, Joseph Borgia and John Lee, are the only remaining individuals on the pre-2015 salary guide (attached to the 2017-2021 Agreement as Appendix A) who as of January 1, 2022 are not on the top step of that salary guide. For 2022 the base salary for these three individuals shall be \$101,586 (Step 8 on the pre-2015 salary guide plus 2.0%). For 2023 they shall be placed at the top step of the current salary guide and the pre-2015 salary guide shall be eliminated.

**Section 2.** Step movement shall take place on January 1 of each year. Additionally, as a one-time equitable adjustment, employees on Step 2 of the salary guide for 2022 only shall receive \$55,000 as their annual salary instead of the amount listed on the salary guide of \$53,383.

**Section 3.** Employees must be on the Sheriff's payroll as of the date the Association's membership approved a memorandum of agreement accepting the terms set forth in this Article to be eligible for any retroactive salary payments. If an employee is on unpaid leave at that time, he

or she will receive retroactive pay only if and when he or she returns to active duty and shall not be eligible for same if he or she never does so. Retroactive pay will be paid within 45 days after the memorandum of agreement is adopted by all parties.

**Section 4.** The parties acknowledge that on January 1, 2016, the County changed its pay cycle so that an employee's annual salary is now paid in twenty-four (24) bi-monthly installments. Thereafter, the County is entitled to calculate an employee's annual salary based upon the actual number of work hours in any particular year. The parties agree to discuss in good faith with the County's Chief Financial Officer the possibility of adjusting this pay cycle to limit the existing variations that sometimes occur from paycheck to paycheck, with the County retaining the managerial discretion as to whether it is feasible to make any such adjustments that may be requested by the Association.

**Section 5.** The terms and provisions of a Memorandum of Understanding dated February 15, 2012, regarding compensation for Sheriff's Officers assigned to the K-9 Unit is attached hereto as Appendix B and incorporated herein. However, the MOU in Appendix B is modified to provide that that Sheriff shall now have the option to provide K-9 officers, in lieu of receiving five (5) hours of straight compensatory time per week as compensation for care and maintenance of their assigned dogs, the option to come in one (1) hour after the start of their shift or leave one (1) hour early. This shall be increased to one and one-quarter (1 and ¼) hours for K-9 officers on the 4-3 schedule. K-9 officers should use their K-9 maintenance time each calendar week, and the K-9 leave bank is reduced from forty (40) to ten (10) hours. Upon reaching the ten (10) hour maximum, the K-9 officer should schedule time off as soon as feasible until his or her K-9 leave bank is expended.

**Section 6.** Effective January 1, 2015, those Sheriff's Officers who are assigned Emergency Medical Technician ("EMT") duties as of that date shall receive an additional \$500 per year. This stipend will be paid as it is earned and shall not be part of base pay. After January 1, 2015, the Sheriff may approve additional employees for this stipend as needed. Sheriff's Officers assigned EMT duties must maintain their state certification to be eligible for this stipend.

**ARTICLE 10**  
**UNIFORM AND MAINTENANCE ALLOWANCE**

**Section 1.** New officers shall receive a full complement of necessary clothing to satisfy Police Academy training requirements as set forth by the Employer's rules and regulations.

**Section 2.** Any item of clothing damaged in the line of duty shall be replaced at no cost to the employee, payable in the last pay period of the year.

**Section 3.** At all times, employees shall bear the responsibility of maintaining a full complement of uniforms and other required clothing and equipment, specifically including a dress jacket or blouse and cross-strap. In furtherance of the Sheriff's requirement that Sheriff's Officers must present a professional appearance at all times, there shall be a \$1,000 annual uniform allowance paid for 2022 and a \$1,250 annual uniform allowance for 2023 and thereafter, which shall be paid in a lump sum in December of each year. If an employee is on unpaid leave at that time, he or she will receive the uniform allowance only if and when he or she returns to active duty and shall not be eligible for same if he or she never does so.

**Section 4.** If the Employer requires new uniforms in whole or in part for any employees, it shall bear the full cost of same.

**ARTICLE 11**  
**COLLEGE INCENTIVE**

**Section 1.** Since the Sheriff and the County recognize the value of trained Sheriff's Officers, they hereby agree to pay any employee covered by this Agreement \$50.00 per year per college credit obtained while employed by the Sheriff or County. The credit must be from an approved, accredited educational institution and in a course that will be of value to the person in the performance of work for the Employer, which the Sheriff shall approve. Training paid for by the County shall not qualify for this college incentive payment. This final sentence shall not be retroactively applied to employees already receiving such college incentive payments.

**Section 2.** No employee shall receive in excess of \$1,800 of additional annual compensation pursuant to this Article, except that employee who are earning in excess of this amount as of March 12, 2015, shall not have the amount of their compensation under this Article diminished. In such case, the college incentive will be limited to the amount earned as of March 12, 2015. Effective June 13, 2011, college incentive payments are contingent on the successful completion of the course with the employee receiving a grade of "C" or higher or the equivalent.

**Section 3.** A committee consisting of representatives of the Employer and the Association shall review and approve any course for which an employee seeks compensation under this Article. An employee shall submit said course to the committee for approval within a reasonable period of time prior to registration. Payment of a college incentive shall not be made without prior approval, which shall not be unreasonably withheld.

**ARTICLE 12**  
**WORK SCHEDULES**

**Section 1.** The regular workday shall consist of eight (8) hours, including two (2) fifteen

(15) minute breaks and one (1) thirty (30) minute meal period. However, this section shall not apply to employees attending initial academy training, and for such employees, meal and break periods shall not count as time worked or for overtime purposes.

**Section 2.** The regular work week shall consist of five (5) consecutive eight (8) hour days.

**Section 3.** Work schedules showing employees' shifts, workdays; and hours shall be provided via the Employer's electronic scheduling system. All permanent shift changes shall be issued in writing to the affected officer at least five (5) working days in advance.

**Section 4.** Employees assigned to a schedule that is other than Monday through Friday shall select their days off by seniority, unless the skills and qualifications required for certain assignments by the Sheriff or his/her designees prevent such selection.

**Section 5.** Notwithstanding the provisions of Sections 1 and 2 of this Article, the Sheriff shall have the ability to institute shifts of four (4) ten (10) hour days per workweek, rather than the traditional five (5) eight (8) hour days per workweek, under the terms contained in a Memorandum of Understanding attached to this Agreement as Appendix C, which shall be extended through the expiration of the Agreement on December 31, 2025. The parties further agree that the Sheriff shall have the managerial authority to increase or decrease the number of officers on the 4/3 schedule as manpower permits.

### **ARTICLE 13** **OVERTIME, CALL-IN AND COURT TIME**

**Section 1.** Overtime is defined as time worked in excess of the regular forty (40) hour work week as set forth in Article 12, above. Sick time shall not count as hours worked for overtime purposes. Overtime shall be compensated at the rate of one and one-half (1 and ½) times an employee's regular rate of pay and will be paid on a current basis.

Overtime shall be scheduled on an equitable rotation basis in accordance with seniority. If volunteers for overtime cannot be secured, employees will be held over in an inverse order of seniority, with the least senior employee being first, until the shift is rotated through. Employees forced to work overtime shall be compensated as follows:

<i>First hour:</i>	<i>Hours worked at 1 and ½</i>
<i>More than 1:</i>	<i>2 hours at 1 and ½</i>
<i>More than 2:</i>	<i>4 hours at 1 and ½</i>
<i>More than 4:</i>	<i>4 hours straight time, plus all hours worked at 1 and ½</i>

The Employer shall endeavor to provide an employee with five (5) days' notice prior to any scheduled permanent Department shift change.

**Section 2.** Whenever an employee is required to report for duty outside regular work hours or is required to make a court appearance in connection with his or her employment outside of regular duty hours, such time shall be compensated at the overtime rate for all hours worked.

**Section 3.** Employees shall be paid for all overtime work in accordance with this Article, except for municipal court time. Employees shall have the option of receiving paid overtime or compensatory time for all municipal court appearances outside of regular work hours.

**Section 4. Pick-ups.** A "pickup" is defined as an assignment to transport a person arrested on a County warrant from a law enforcement agency in New Jersey to the Monmouth County Correctional Institution. Employees shall receive a minimum of four (4) hours paid overtime or four (4) hours paid compensatory time (at the employee's choice) at time and one-half (1 and ½), when called in or back to duty during time off to make a pickup. Employees are not eligible for the four (4) hour minimum if the pickup is a continuation of a regular duty assignment. The employee will be compensated for the additional time on a continuation at the overtime rate for all hours worked. When an employee is called in to make a pickup and receives a second pickup



request, he or she will be compensated at the overtime rate for all hours worked over the four (4) hour minimum. The Employer reserves the right to assign additional duties to the employee if the original detail is completed in less than four (4) hours, but these additional duties shall not require the employee to work more than four (4) hours.

**Section 5. On-call.** Employees assigned to on-call duties shall receive four (4) hours per week of pay (or compensatory time) for performing these duties. This shall serve as compensation for having to limit their activities during the week.

**Section 6. Reporting in advance of regular shift.** An employee requested to report prior to his or her regular duty assignment will be compensated for four (4) hours at the overtime rate, if requested to report more than two (2) hours before the scheduled start of his or her regular assignment. If an employee is requested to report two (2) or less hours prior to his or her regular duty assignment, he or she will be compensated at the overtime rate for the hours worked. Employees required to perform duties as a continuation of a regular duty assignment will be compensated at the overtime rate for the hours worked.

**Section 7. Mutual Aid.** During non-duty hours, when an employee is called in to assist by another agency, so long as the assignment is approved by a Captain or other authorized supervisor (i.e., Sergeant or above), he or she will receive a minimum of four (4) hours pay (or compensatory time) at the overtime rate. When an employee is called in to assist by another agency, and such call to assist is cancelled within thirty (30) minutes of the original call, he/she will receive two (2) hours of compensatory time or pay at the OT rate, rather than the full four (4) hour minimum.

**Section 8. Court.** Employees required to appear in court during non-duty hours will receive a minimum of two (2) hours pay (or compensatory time) at the overtime rate. This does

not include court appearances for approved outside employment or when an employee has volunteered for an assignment and the County is being compensated by a third party.

**Section 9.** Additional Assignments (off-duty hours). When an employee is assigned to additional assignments during off-duty hours by a supervisor and needs to use an MCSO vehicle, he or she shall receive pay (or compensatory time) at the overtime rate from the time the employee picks up the vehicle at the Monmouth County Courthouse or Public Safety Center, until the vehicle is returned to the original location at the completion of the assignment. The employee shall check in and out of service with the 9-1-1 Communications Center.

When an employee has an MCSO vehicle assigned and it is necessary to pick it up from one of the Freehold locations, he or she shall receive pay (or compensatory time) at the overtime rate from the time he or she arrives at the location of the detail, until he or she departs the detail.

When an employee has volunteered for an off-duty assignment and the County is being compensated for his or her services by a third party, and a supervisor has approved the use of an MCSO vehicle, the employee will not be compensated by the Sheriff for his or her travel time to or from the assignment or to pick up and return the vehicle.

An MCSO vehicle will be assigned for an employee's use to attend court proceedings for official business, when available. If an employee on a Departmental assignment uses a personal vehicle when an MCSO vehicle is unavailable, he or she shall receive one and one-half (1 and ½) hours of additional compensation for such use, when authorized by a supervisor.

**Section 10.** Officer in Charge (OIC). A Departmental assignment of more than four (4) Sheriff's Officers shall require that a supervisory officer (Undersheriff, Chief Sheriff's Officer, Chief Warrant Officer, Captain, Lieutenant, or Sergeant) be assigned. Each assignment in the Law

Enforcement Division, excluding the Process Serving Unit, shall have at least one (1) supervisory officer available to be contacted if needed, either directly, by phone/cell phone, or by police radio.

A supervisory officer unavailable for more than a two (2) hour period shall be replaced with another supervisory officer. If a replacement is unavailable, a senior, or in special situations, the most qualified Sheriff's Officer, shall be designated the Officer-In-Charge ("OIC") of the assignment. The OIC's duties shall include, but not be limited to, the assignment of employees to posts, liaison with other departments, the filing of reports, and other duties as required. The OIC shall be responsible for the actions he or she takes or directs to be taken, and as described in the Sheriff's Written Directives. The OIC shall be compensated for those duties at one (1) additional hour at the overtime rate for each four (4) hours assigned as the OIC; each hour worked shall be pro-rated.

The Employer is not obligated to assign a supervisory officer or an OIC to an off-duty detail for which an employee has volunteered and for which the County is being compensated for the employee's services by a third party. In the absence of a supervisory officer or OIC, the senior employee or the most qualified employee in the detail shall be in charge and shall serve without additional compensation from the County.

**Section 12.** Each employee shall have the option to cash in accrued compensatory time up to twice annually, during the first week of June and the first week of November, up to a maximum of one hundred twenty (120) hours per year. To be eligible, an employee shall provide the Sheriff with at least sixty (60) days' notice prior to June 1 and November 1, as applicable, of his or her intent to cash in compensatory time. Payments shall be made in the first pay period in 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 the cash-in.

**Section 13.** The off-duty rate for employees performing police functions that are paid for by a third party ("outside work") shall be the overtime rate for a Sheriff's Officer at top step. The County shall set the rate for its administration fee, which shall be in addition to the rate received by the employee. If the off-duty assignment is from a governmental entity other than the County, an employee shall be paid according to the off-duty procedures and pay policies of that entity and at the pay schedule for that entity. When outside work becomes available, the Employer's representative who receives such notification shall send out an alert using the "Code Red" system to all negotiations unit members who have previously indicated they are interested in such outside work. Those interested in the outside work assignment must respond within fifteen (15) minutes. If more respond than are needed, the existing procedure for determining who will receive the assignment shall be followed.

#### **ARTICLE 14** **HEALTH BENEFITS AND WORKERS COMPENSATION**

**Section 1.** It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement, for which employees shall pay the Tier 4 rate as set forth in P.L. 2011, c. 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 otherwise required contribution for the employee. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

**Section 2.** All benefits-eligible negotiations unit employees entering County employment (excluding any intergovernmental transfers) who select County-sponsored medical benefits must

initially enroll in the County’s OMNIA healthcare plan(s). Such enrollments must be maintained, unless medical benefits are waived, for a period of no less than one (1) year plus any period of time leading up to the implementation date of the following plan year, which currently runs from October 1st through September 31st in the following year. This provision shall be implemented for all negotiations unit employees who commence County employment starting on the first day of the month after this Agreement is approved by all of the parties. Any employees hired prior to that date shall continue to elect their benefits as they traditionally have during annual open enrollment and as their eligibility dictates. Any negotiations unit employee who voluntarily selects OMNIA coverage (thus excluding those employees who are required to do so under this provision) shall receive an additional one (1) personal day per calendar year, in addition to those provided in Article 16, Section 1, starting the calendar year after OMNIA coverage is selected and continuing for each additional year OMNIA coverage is maintained.

**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 to employees hired on July 1, 1994 or thereafter.

**Section 4.** Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. Prescription drug co-pays shall be the following:

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

**Section 5.** The statutory compensation provided in N.J.S.A. 34:15-12a is recognized as controlling the issue of access to payment for employees on temporary disability leave. Except as specifically set forth herein, reimbursement for temporary disability leave of six (6) months or less shall be calculated to ensure that employees on such worker's compensation temporary disability leave will be paid the same amount of take-home pay [net pay] as they were receiving prior to their disability leave. Thereafter, the provisions of N.J.S.A. 34:15-12a shall apply.

However, in the event an employee suffers a bodily injury directly attributable to the specialized sworn law enforcement duties of a Sheriff's Officer, then an employee on temporary disability leave will be paid the same amount of take-home pay [net pay] as he or she was receiving prior to his or her disability leave for a period of up to twelve (12) full months. Thereafter, the provisions of N.J.S.A. 34:15-12a shall apply. Any dispute whether an injury qualifies for this enhanced benefit may be resolved by the negotiated grievance procedure contained in Article 8 of this Agreement.

Notwithstanding all of the foregoing, if the County offers a greater worker's compensation benefit to its employees not represented for the purposes of collective negotiations, employees represented by the Association shall be entitled to an identical benefit.

**Section 6.** A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement as Appendix D and is incorporated herein.

## **ARTICLE 15** **VACATIONS**

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

<b>YEARS OF SERVICE</b>	<b>VACATION</b>
Up to one (1) year	1 day per month
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

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

**Section 3.** Seniority shall govern the scheduling of all vacations for employees covered by this Agreement.

**ARTICLE 16**  
**PERSONAL, SICK AND MATERNITY LEAVE**

**Section 1. Personal Leave.** An employee may take up to three (3) days of paid leave per year for personal business. A newly hired employee shall earn personal leave at the rate of one day per four (4) months of service. Except where the schedule does not permit, the Sheriff or designee shall allow personal days to be taken on any day provided advance notice is given in accordance with the Sheriff’s Written Directives. Under emergent circumstances, in which the need for personal leave could not have been foreseen, an employee may use a personal day without providing such advance notice provided the employee contacts his or her supervisor by telephone at the earliest feasible time to advise of the situation. The employee may thereafter be required, upon request, to provide sufficient documentation of the emergent circumstances.

**Section 2. Sick leave.** Pursuant to adopted County leave policy, the Employer shall advance fifteen (15) sick leave days in accordance with Civil Service Commission regulations on

same.

**Section 3. Pregnancy leave.** An employee who requests leave with or without pay by reason of disability due to pregnancy shall be granted such leave under the same terms and conditions as those applicable for sick leave or leave without pay. Sick or vacation leave may be used for pregnancy disability leave. Any employee must exhaust all accrued sick leave to be eligible for the County's temporary disability compensation plan.

**Section 4.** Childcare may be granted to employees under the same terms and conditions as provided under family leave, which provides for a maximum leave of twelve (12) weeks in any twenty-four (24) month period.

**Section 5.** An employee may request an unpaid leave of absence for up to six (6) months pursuant to Civil Service Commission regulations and may apply for an extension of the initial six (6) month leave pursuant to said regulations.

**Section 6.** Employees who do not use any sick time whatsoever in a calendar year (January 1 through December 31, inclusive) shall be credited with (2) Sheriff's incentive days, which may be utilized at the employee's discretion, except where the schedule does not permit.

## **ARTICLE 17** **HOLIDAYS**

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

<i>New Year's Day</i>	<i>Columbus Day</i>
<i>Martin Luther King Day</i>	<i>General Election Day</i>
<i>President's Day</i>	<i>Veteran's Day</i>
<i>Good Friday</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Day after Thanksgiving</i>
<i>Independence Day</i>	<i>Christmas Day</i>
<i>Labor Day</i>	

**Section 2.** When a holiday falls during an employee's vacation or regular day off, he or



she shall be given compensatory time at the regular rate of pay or may receive one (1) extra day's pay at straight time in lieu of the compensatory time off.

**Section 3.** If an employee works on a holiday, he or she shall be paid at time and one-half (1 and ½).

**Section 4.** Any other holidays generally granted to County employees by resolution of the Board of County Commissioners shall also be granted to employees covered by this Agreement. Notwithstanding the foregoing, the parties recognize that at the time this Agreement was completed, the County advised it was considering a possible holiday swap of General Election Day for Juneteenth (as celebrated by the State of New Jersey, even if on a day different than the federally recognized holiday) for its unrepresented employees starting in 2023. If the Board of County Commissioners decides to implement this holiday swap for unrepresented employees, the PBA agrees to accept the same without further negotiations. For 2022 only, and in accordance with the decision of the Board of County Commissioners with respect to unrepresented employees, negotiations unit employees will receive both Juneteenth and General Election Day as recognized paid holidays.

**Section 5.** If a holiday falls on a Saturday or Sunday, it shall be recognized on the preceding Friday or succeeding Monday, respectively.

## **ARTICLE 18** **DEATH IN FAMILY**

**Section 1.** Bereavement Leave. The Employer will grant up to five (5) days leave to an employee due to the death of his or her parent, step-parent, spouse (including domestic or civil union partner), child, step-child, or sibling.

**Section 2.** The Employer will grant up to three (3) days leave to an employee due to the

death of his or her parent-in-law, grandparent, grandchild, foster child, or other member of the employee's immediate household.

**ARTICLE 19**  
**PROBATIONARY PERIOD**

**Section 1.** Newly hired employees shall serve a twelve (12) month probationary period and as governed by N.J.S.A. 11A:4-15. During the probationary period, an employee shall not have the right to use the contractual grievance procedure to challenge disciplinary action, including removal.

**Section 2.** Employees who have completed twelve (12) months of service but have not completed the working test period for permanent appointment in accordance with Civil Service Commission regulations, shall have the right to initiate grievances concerning discipline or removal, but the processing of such grievances shall terminate at Step Three of the Grievance Procedure. Such employees shall also have the rights provided by law and regulations to invoke the Civil Service Commission's appeal procedure to the extent that such rights are made available to non-permanent employees.

**Section 3.** Employees who have completed the working test period in accordance with Civil Service Commission regulations shall have the right to appeal from major discipline, including removal, through the Civil Service Commission's procedures, or, where the Civil Service Commission is without jurisdiction (such as in cases of a suspension for five or less days) through the Grievance Procedure, up to and including arbitration.

**Section 4.** Employees promoted to higher titles in accordance with Civil Service Commission requirements but are discontinued from the higher title at the conclusion of the working test period or who voluntarily discontinue service in the higher title shall be entitled to

return to their former positions unless disqualified for further employment.

**Section 5.** Because compliance with the testing, training, and working test period requirements established under the Civil Service Act may result in an employee working for two or more years before achieving permanent status, the Employer agrees that all newly hired and newly promoted employees shall be subject to a full evaluation, including written evaluation reports provided at monthly intervals, for the first three (3) months of employment or service in a higher title, so that an employee may be informed at the earliest possible date that his or her performance may be insufficient to achieve permanent appointment status.

## **ARTICLE 20** **TRANSPORTATION**

**Section 1.** Transportation of prisoners within the Monmouth County Courthouse complex, as well as juvenile transportation, will be exclusively performed by Sheriff's Officers. All other prisoner transportation including, but not limited to, transportation to and from the Monmouth County Correctional Institution and the Monmouth County Courthouse complex, medical transportation, Neptune pick-ups, and the like shall be at the discretion and the assignment of the Sheriff. This may include the use of County Correctional Police Officers to perform some or all of these duties at any particular time.

## **ARTICLE 21** **CEREMONIAL ACTIVITIES**

**Section 1.** In the event of a death of a law enforcement officer in another department within the state of New Jersey, the Sheriff will permit at least two (2) employees to participate in the funeral services for the deceased officer.

**Section 2.** The detail referenced in Section 1 of this Article shall include the Association

President and a PBA Delegate, or designee(s), and will be recorded as Association leave time consistent with Article 3, Section 1 of this Agreement.

**Section 3.** The detail will be provided with an MCSO vehicle to be utilized for participation in the funeral service, if available.

**ARTICLE 22**  
**MILITARY LEAVE**

Any employee in the negotiations unit who is called to active military service shall be granted a military leave of absence with all attendant rights and benefits provided by applicable law.

**ARTICLE 23**  
**PRESERVATION OF UNIT WORK**

The Sheriff will consult with the Association prior to making new assignments to law enforcement personnel under its command to perform uniformed law enforcement services on County property, at County facilities and/or at County functions. Unless extraordinary circumstances exist, such consultation will take place at least sixty (60) days prior to the assignment of such work. The Association agrees that positions in the MCSO DVR (video/camera) room and the DNA processing room previously filled by sworn Sheriff's Officers may be filled with civilian personnel at the Sheriff's discretion and these positions shall no longer be considered as "unit work." The Sheriff will give first consideration to retired Sheriff's Officers to fill these civilian positions.

**ARTICLE 24**  
**LATERAL TRANSFERS**

If the Employer exercises its rights under any inter-governmental transfer procedure established by the Civil Service Commission, or any other procedure authorized by law, in order

to hire a Sheriff's Officer with prior experience, the transferring Sheriff's Officer shall not receive credit and shall be considered a new hire for seniority vacation selection, overtime selection, and seniority-based bidding assignments.

**ARTICLE 25**  
**MAINTENANCE OF STANDARDS AND SAVINGS**

**Section 1.** It is the intention of the parties that during the term of the Agreement, all terms and conditions of employment, established past practices, and other benefits presently in existence for negotiations unit members, but that are not specifically listed in this Agreement, shall be continued at the same level and in the same manner as presently in existence.

**Section 2.** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will immediately commence negotiations to attempt to replace the offending provision.

**ARTICLE 26**  
**TERM AND EXTENT OF AGREEMENT**

This Agreement shall be effective January 1, 2022 and shall continue in full force until its expiration date on December 31, 2025, or until a new Agreement is executed.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2023.

**MONMOUTH COUNTY SHERIFF:**

**MONMOUTH COUNTY SHERIFF'S OFFICERS, PBA LOCAL 314**

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

\_\_\_\_\_  
Ralph Irizzary, President

**MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS:**

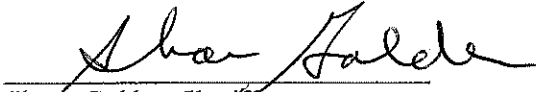
\_\_\_\_\_  
Thomas A. Arnone  
Director

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

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 21<sup>st</sup>  
day of August, 2023.

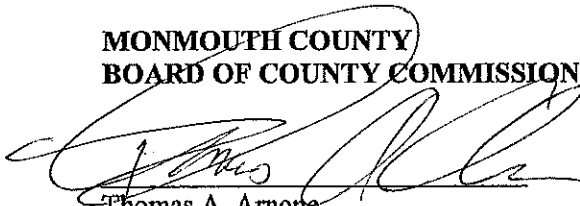
**MONMOUTH COUNTY SHERIFF:**


**MONMOUTH COUNTY SHERIFF'S  
OFFICERS, PBA LOCAL 314**

  
Shaun Golden, Sheriff

  
Ralph Irizzary, President

**MONMOUTH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

  
Thomas A. Arnone  
Director

  
Teri O'Connor,  
County Administrator

**APPENDIX A:  
Salary Guide**

<i>STEP</i>	<i>2021</i>	<i>STEP</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
ENTRY	41292	Eliminated	N/A	N/A	N/A	N/A
1	44053	Eliminated	N/A	N/A	N/A	N/A
2	46814	1	<b>50000</b>	<b>50000</b>	<b>50000</b>	<b>50000</b>
3	52336	2	<b>53383*</b>	<b>53917</b>	<b>54456</b>	<b>55001</b>
4	57858	3	<b>59015</b>	<b>59605</b>	<b>60201</b>	<b>60803</b>
5	63380	4	<b>64648</b>	<b>65294</b>	<b>65947</b>	<b>66606</b>
6	68902	5	<b>70280</b>	<b>70983</b>	<b>71693</b>	<b>72410</b>
7	74424	6	<b>75912</b>	<b>76671</b>	<b>77438</b>	<b>78212</b>
8	79946	<b>7</b>	<b>81545</b>	<b>82360</b>	<b>83184</b>	<b>84016</b>
9	85468	8	<b>87177</b>	<b>88049</b>	<b>88929</b>	<b>89818</b>
10	90990	9	<b>98911</b>	<b>98911</b>	<b>98911</b>	<b>98911</b>
11	96512	10	<b>110645</b>	<b>110645</b>	<b>110645</b>	<b>110645</b>
12	119685	11	<b>123216</b>	<b>126604</b>	<b>130086</b>	<b>134000</b>

\* For 2022 only, Step 2 shall be \$55,000.

Step movement shall be implemented on January 1 of each year of the Agreement.



# APPENDIX B

2/15/12

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("Memorandum") is acknowledged this \_\_\_\_ day of January 2012 by the Monmouth County Sheriff's Office ("Sheriff"), the County of Monmouth ("County"), PBA Local 314 ("PBA"), FOP Local 121 ("FOP") and those Sheriff's Officers presently assigned to the Monmouth County Sheriff's Office K-9 Unit ("K-9 Officers").

**RECITALS**

**WHEREAS**, the Sheriff operates a K-9 Unit that provides important services such as narcotics and explosive detection and criminal or missing person searches throughout Monmouth County; and,

**WHEREAS**, the K-9 Unit is staffed by sworn Sheriff's Officers, who are represented for purposes of collective negotiations by the PBA or FOP; and,

**WHEREAS**, these K-9 Officers are required to provide care and maintenance for their assigned dog during hours that they are not otherwise scheduled to work; and,

**WHEREAS**, the parties acknowledge that under the federal Fair Labor Standards Act ("FLSA"), certain time spent on the care and maintenance of a K-9 Unit dog is considered to be work for which an employee must receive compensation; and

**WHEREAS**, due to the indeterminate nature of the tasks performed by a K-9 Officer on the care and maintenance of assigned K-9 Unit dogs, the parties have been discussing the appropriate compensation to be paid to K-9 Officers for this work, and want to come to a written understanding on this subject to govern how it will be handled going forward; and

**WHEREAS**, the parties agree that the understanding reached in this Memorandum takes into consideration all of the pertinent facts and fairly and reasonably compensates K-9 Officers for work performed off-duty.

**NOW, THEREFORE**, the Sheriff, County, PBA, FOP and all of the K-9 Officers individually, do hereby agree as follows:

1. All previous understandings and agreements regarding compensation for K-9 Officers are null and void, and effective upon date of execution, this Memorandum shall be the sole source of compensation for all K-9 Officers for the time spent on the care and maintenance of their assigned dog. All of the parties agree that they shall not file any grievance, unfair labor practice, lawsuit, or other legal challenge to any previous understanding or agreement, and shall dismiss, with prejudice, any such legal challenge if already filed.

2. The parties agree that 3.5 hours per week represents a fair and reasonable estimate of the time normally spent off-duty on the care and maintenance of an assigned dog. In lieu of paying cash compensation for these duties, the Sheriff shall compensate each K-9 Officer with five (5) hours of straight compensatory time per week. For record-keeping purposes this shall be deemed "K-9 Maintenance Time." The Sheriff shall also provide all of the necessary products and services required for the care and maintenance of the dog, including dog food, veterinary care, kenneling when required, transportation of the dog, and so forth. K-9 Officers shall not expend personal funds for the care and maintenance of their assigned dog without the prior approval of the Sheriff.

3. The Sheriff shall develop appropriate procedures for each K-9 Officer to record his or her K-9 Maintenance Time on a weekly basis.

4. K-9 Officers will use their best efforts to utilize K-9 Maintenance Time each calendar month. For those K-9 Officers assigned to Warrants/Fugitive Bureau or a 4/3 schedule, they shall schedule at least two (2) ten (10) hour days off per calendar month, whenever feasible. For those K-9 Officers assigned to the Monmouth County Courthouse or a 5/2 schedule, they shall schedule at least two (2) eight (8) hour days off per calendar month, whenever feasible.

5. When a K-9 Officer does not utilize all of his or her K-9 Maintenance Time in a particular calendar month, it may be carried over in an amount of up to forty (40) hours in a separate "K-9 Leave Bank." Upon reaching forty (40) hours, a K-9 Officer must schedule time off as soon as feasible until his or her K-9 Leave bank is reduced to twenty (20) hours or less.

6. Any K-9 Maintenance Time remaining in a K-9 Leave Bank at the time of separation of employment shall be paid to the K-9 Officer at his or her regular hourly rate at the time of separation of employment; however, the Sheriff reserves the right to schedule K-9 Maintenance Time, when feasible and by order if necessary, so as to limit such payouts.

7. The Sheriff reserves the right to limit the use of K-9 Maintenance Time in the event it would unduly disrupt the operations of the Monmouth County Sheriff's Office. If multiple K-9 Officers request to use K-9 Maintenance Time on the same day, and not everyone can be accommodated, seniority shall govern which K-9 Officer(s) shall be permitted to use K-9 Maintenance Time.

8. This Memorandum will remain in force until such time as the parties mutually agree to change it. Any such change must be in writing and approved by the

Sheriff, County, PBA, FOP, and each K-9 Officer serving in the K-9 Unit at that time. Notwithstanding the foregoing, the Sheriff reserves the right to pay out time accrued in a K-9 Leave Bank in cash in his sole discretion at any time he deems it necessary to do so.

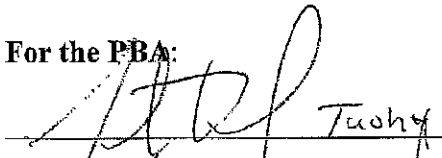
9. In the event of emergency, the Sheriff shall have the right to modify this Agreement to the extent necessary for the length of the emergency in order to provide required public safety services, so long as the requirements of the FLSA are met.

10. The parties acknowledge that in the past, K-9 Officers have on limited occasions been assigned responsibility for more than one dog simultaneously. In the event the Sheriff determines this is necessary, the parties shall immediately meet to resolve the appropriate compensation in that K-9 Officer's particular circumstances.

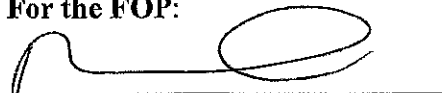
11. For purposes of implementing this Memorandum, the Sheriff may appoint a designee or designees to handle all matters relating to the K-9 Unit.

12. All K-9 Officers, including those assigned to the K-9 Unit after this Memorandum is implemented, must agree to its terms, or any amendments thereto as negotiated by their representation at the PBA and/or FOP, as a condition of being or remaining assigned to the K-9 Unit.


**For the PBA:**

  
Dated: 1/30, 2012


**For the FOP:**

  
Dated: 2/15, 2012

**For the County of Monmouth:**

  
Dated: 2/15, 2012

**For the Monmouth County Sheriff:**

  
Dated: 2/15, 2012

FOR THE K-9 OFFICERS:

1. S/O Thomas Ducla
2. S/O James P Fay 66-37
3. S/O ~~DeLeo~~ #6649
4. S/O Kurt Wagner #6660
5. S/O ~~Jeff~~ ~~66-105~~
6. S/O ~~Bill~~ 66-138
7. S/Sgt. ~~Paul~~ 66-25
- 8.
- 9.
- 10.

# APPENDIX C

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is acknowledged by the Monmouth County Sheriff's Office ("Sheriff"), the County of Monmouth ("County"), and PBA Local 314 ("PBA").

### RECITALS

**WHEREAS**, the Sheriff, County and PBA are party to a Collective Negotiations Agreement that sets forth certain provisions relating to work schedules; and,

**WHEREAS**, the parties mutually agree that a modification to these provisions is necessary and warranted for the efficient operations of the Sheriff's Office and is in the best interests of the Sheriff's Officers ("Officers") represented by the PBA; and,

**WHEREAS**, the parties wish to set forth the terms of this modification in writing.

**NOW, THEREFORE**, the Sheriff, County, and PBA do hereby agree as follows:

- 1. Officers assigned to the Court Operations Section.**
  - a. The Sheriff shall give up to seven (7) Officers within the Court Operations Section the option to work a 4 day on, 3 day off work schedule (the "4/3 schedule"), which shall require those Officers to work a ten (10) hour work day, rather than the standard eight (8) hour work day. All other Officers will remain on the current 5 day on, 2 day off work schedule (the "5/2 schedule"). No Officer shall be required to work a 4/3 schedule.
  - b. Officers will be given the option to work a 4/3 schedule starting with the most senior Officer, as determined by the existing vacation seniority list. The Sheriff shall, in his sole prerogative, establish the days of the week and the daily hours of work required for each 4/3 position available. For



example, the Sheriff may determine that one 4/3 position available will have normal working days and hours of Monday, Tuesday, Wednesday, and Friday from 8:00 A.M. to 6:00 P.M., while another position will have normal working days and hours of Tuesday, Wednesday, Thursday and Friday from 7:00 A.M. to 5:00 P.M. The Sheriff's discretion in this area includes, but is not limited to, requiring that all Officers working a 4/3 schedule in the Court Operations Section be scheduled to work on Fridays.

- c. The President of the PBA, or a designee, shall be responsible for canvassing the members of the PBA collective negotiations unit to determine which Officers are interested in the 4/3 schedule, and advising the Sheriff of same. On November 1<sup>st</sup> of each year, the Sheriff shall advise the PBA President of the 4/3 positions available. The PBA President shall conduct the canvass and within ten (10) days inform the Sheriff of those Officers who have agreed to work a 4-3 position. The Sheriff shall have the right, for cause, to deny an Officer the opportunity to work a 4/3 position, in which case the PBA President shall promptly advise the Sheriff of the next most senior Officer interested in the assignment.
- d. Each assignment to a 4-3 position will last for a period of twelve (12) months, starting on January 1 of each year. An Officer serving in a 4/3 position may request to return to a 5/2 schedule during this twelve month period, but it shall remain in the Sheriff's sole discretion whether or not to grant the request. If such a request is granted, the Sheriff may, in his sole

discretion, declare that Officer ineligible to work a 4/3 position in the future. Officers are not limited in the number of times they may accept an assignment to a 4-3 position.

- e. If Officer assigned to a 4/3 schedule is formally disciplined for violating the Sheriff's rules and regulations governing tardiness and attendance, in addition to any discipline that may be imposed, that Officer may be removed from the 4/3 schedule and placed back on the 5/2 schedule. In such instance, the PBA President shall promptly advise the Sheriff of the next most senior Officer interested in assuming that 4/3 position. Nothing herein is deemed to be a waiver of an Officer or the PBA's right to challenge such discipline.
- f. Officers on the 4/3 Schedule may be assigned to either the Court Security Bureau or the Courthouse Detention and Transportation Bureau. The parties agree that Officers working a 4/3 schedule may be assigned to a variety of functions and/or assignments based on the needs of the Sheriff and at his sole discretion, including, but not limited to, posts in probation offices, court security, the Hall of Records, prisoner transportation, and so forth.
- g. When a contractually-recognized holiday falls within a work week, those Officers on the 4/3 schedule shall revert back to a 5/2 work schedule. Alternatively, the Sheriff, in its managerial prerogative, may choose to maintain the 4/3 schedule during a holiday week for some or all Officers. In such instance, starting with the holiday of July 4, 2016, those Officers

scheduled to work on a holiday shall have the entire holiday off and shall not be required to use any vacation, personal or compensatory time for that day. Those Officers who have a regular day off scheduled on a holiday shall receive eight (8) hours of time into an appropriate leave bank, consistent with existing practice.

**2. Officers assigned to the Warrant/Fugitive Bureau.**

- a. All Officers assigned to the Warrant/Fugitive Bureau will follow a 4/3 schedule. Section 1, g, above regarding contractually-recognized holidays shall also apply to Officers assigned to the Warrant/Fugitive Bureau.

**3. Additional Matters Governing All Officers on 4/3 Schedules.**

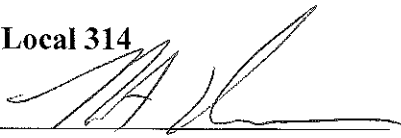
- a. Training Classes. The parties agree that if an Officer on a 4/3 schedule attends a week-long training class, that Officer will revert back to a 5/2 schedule for that week. If a training class does not last an entire week, the Officer may, at his/her option, remain on a 4/3 schedule, but must account for his/her time. For example, if a class is eight (8) hours, the Officer must return to work for the remaining two (2) hours that day, or use paid leave time.
- b. The parties acknowledge that while Officers are allotted a certain number of days off pursuant to their Collective Negotiations Agreement, they are eligible to utilize that time in hourly increments. Such days off include, but are not limited to, vacation days, personal days, and sick days. All such days will continue to be calculated based upon an eight (8) hour work day. For example, if an Officer is contractually entitled to 20 vacation

days a year, he or she will receive 160 vacation hours for the year regardless of whether the Officer works a 4/3 schedule or a 5/2 schedule. However, if an Officer on a 4/3 schedule uses leave time to take an entire day off, he or she must use 10 hours of that leave time to do so.

- c. Where it is mutually agreed upon between the parties, the Sheriff may offer a 4/3 schedule to Officers assigned to other units not specifically named in this Memorandum.
- d. The parties agree that this Memorandum shall be in effect through December 31, 2017. At such time, either party may choose to terminate it at which time all Officers will revert to the 5/2 schedule. This Memorandum is non-precedential, and shall not establish any sort of past practice for purposes of future collective negotiations. Additionally, the Sheriff retains the unilateral right to terminate this Memorandum due to operational reasons, however, before doing so he shall provide at least ninety (90) days notice except in case of emergency.
- e. The parties agree to meet and discuss in good faith any issues that may arise with respect to the implementation of this Memorandum, and agree to work together to resolve any disputes that may arise thereunder.
- f. Any action required to be taken by the Sheriff pursuant to this Memorandum may be handled by a designee.
- g. This Memorandum shall be attached as an Exhibit to the 2014-2017 Collective Negotiations Agreement between the parties and incorporated therein.

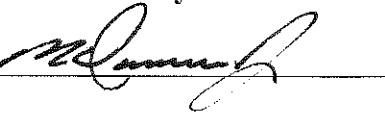
Date: 7/1/16

**PBA Local 314**

By: 

Date: 7/21/16

**Monmouth County Sheriff's Office**

By: 

Date: 7/6/16

**County of Monmouth**

By: 

# APPENDIX D

## 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 Association challenges to them given their importance; and,

**WHEREAS**, the Association does not concede that some or all of these modifications are non-negotiable, and further reserves all rights, claims and defenses as to any changes in the County's health and pharmaceutical plans not specifically set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Association agrees that the County shall have the right to implement any or all the following changes to its health care and pharmaceutical plans in its discretion at any time on or after January 1, 2015, so long as no such changes are implemented for Association employees until such time as they are simultaneously implemented for the County's non-represented employees;

**BE IT FURTHER RESOLVED** that the County shall provide at least sixty (60) days prior written notice before implementing any or all of the changes listed herein, but the Association shall have no right to demand negotiations as to whether or not they shall be implemented, nor shall the Association have any right to file any grievance, unfair practice, lawsuit, or other legal challenge in any forum relating to the County's decision to implement any or all of these changes provided said changes are made in accordance with this Agreement.

### 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 \$75 per visit starting January 1, 2015 and \$100 per visit starting January 1, 2016. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.

3. The County may revise its pricing schedule for out-of-network treatment to modify the “reasonable and customary” rate used to calculate reimbursement for such out-of-network treatment to no less than 150% of the rate established by the Centers for Medicare & Medicaid Services.

### PHARMACY PLAN MODIFICATIONS

1. The County may implement a “network narrowing” plan to reasonably limit the pharmacies from which members may purchase pharmaceuticals, which shall consist of removing one (1) of the following three (3) national pharmacy chains (or their successors in interest) from the County’s network: (1) Walgreens, (2) Rite-Aid, (3) CVS.

2. The County may implement “step therapy” procedures when, within a specific therapy class, multiple drugs are available to treat the same condition. In such instance, a patient will be required to first try clinically effective generic or lower-cost brand medications, before “stepping-up” to a higher cost medication. If, after the patient tries the generic or lower-cost medication, the patient’s physician determines that a higher-cost medication is medically required, the physician may contact the County’s pharmacy benefits manager for a coverage review and to request authorization for that higher-cost medication. Provided the physician fully cooperates with the pharmacy benefits manager in this process, such authorization shall normally be granted within three (3) days. A current list of drugs for which “step therapy” will apply will be provided to the Association.

3. The County may implement a “dispense as written” policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the “brand” co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes “DAW” or “dispensed as written” or checks the “do not substitute” box on the prescription.

4. The County may implement a “prior authorization and quantity duration” policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For drugs that are not needed every day such as sleep aids, or migraine treatments, supply per prescription will be reduced in accordance with the policy, for example, a particular prescription may be reduced from 30 doses to 8 at retail and from 90 doses to 24 at mail, unless the prescribing physician establishes that a larger quantity is needed due to medical necessity. A current list of drugs for which “prior authorization and quantity duration” will apply will be provided to the Association.



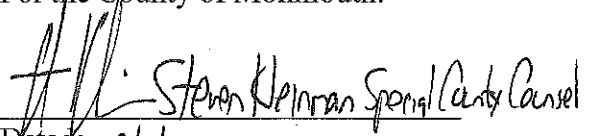
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

For the Association:



Dated: 2/11/2015

For the County of Monmouth:



Dated: 2/11/2015

For the Monmouth County Sheriff:



Dated: 2/12/15