

**AGREEMENT**

**BETWEEN**

**THE MONMOUTH COUNTY SHERIFF**

**-and-**

**THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS**

**-and-**

**THE UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 152**

**chartered by**

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION, CLC**

**Term: JANUARY 1, 2020 through DECEMBER 31, 2022**

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## **PREAMBLE**

This Agreement (“Agreement”), effective as of the first day of January 2020, is by and between the Monmouth County Sheriff (“Employer” or “Sheriff”), the Monmouth County Board of County Commissioners (“Employer-Funding Agent” or “County”), and the United Food and Commercial Workers Union, Local 152 (“Union”), and has as its purpose the continuation and promotion of harmonious relations between the Sheriff, the County and employees within the negotiations unit, and to establish an equitable procedure for the resolution and establishment of rates of pay, hours of work and other terms and conditions of employment.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive majority representative for collective negotiations concerning the establishment of rates of pay, hours of work and other terms and conditions of employment for clerical employees within the Sheriff's Office, including employees within both the Law Enforcement Division and Corrections Division, holding any of the titles listed under Section 3 below. Excluded are supervisory and managerial executives, the Chief Clerk, confidential employees, professional employees, and all other employees.

**Section 2.** Any clerical employee assigned to the Sheriff, an Undersheriff, the Warden, the Deputy Warden, the Chief Sheriff's Officer, or the Business Manager shall be excluded from the negotiations unit. Any clerical employee assigned to the Investigations Unit of either Division shall similarly be excluded.

**Section 3.** Recognized titles include, but are not limited to, the following:

**Account Clerk**  
**Clerk 1, 2, 3**  
**Counselor Penal Institution**  
**Keyboarding Clerk 1, 2, 3**  
**Payroll Clerk**  
**Senior Payroll Clerk**  
**Principal Account Clerk**  
**Program Specialist 2, 3**  
**Records Support Technician 1, 2**  
**Senior Counselor Penal Institution**  
**Stock Clerk**  
**Stock Handler**  
**Storekeeper**  
**Substance Abuse Counselor 1, 2**

**Section 4.** In the event the Employer establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description. Should the

Union determine that the new position might appropriately be included in the negotiations unit, it shall notify the Sheriff in writing and seek an agreement for recognition of the new position within the negotiations unit. In the event that the parties cannot reach agreement on the new position, the Union may initiate an appropriate action before the New Jersey Public Employment Relations Commission (“PERC”).

**Section 5.** Unless otherwise indicated, the terms "employee" or "employees" shall refer to all persons represented by the Union in the above-described negotiations unit.

**ARTICLE 2**  
**UNION DUES AND UNION RIGHTS**

**Section 1.** Union Dues. 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 said employee monthly dues, initiation fees and special assessments of the Union. 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 any initiation fee or special assessment. The Union agrees to indemnify and hold the Sheriff, the County, and their respective agents and officials harmless against any and all claims, suits, orders or judgments (including reasonable attorneys' fees) with regard to any action taken by the Sheriff or County as provided for by this Section.

**Section 2.** Union Stewards. The Union may designate three (3) stewards and three (3) alternate stewards, who shall be designated in writing to the Employer and may be changed upon written notice to the Employer. Union stewards shall have a cumulative total of sixteen (16) days of paid leave during each calendar year of this Agreement, which may be utilized for Union-related functions but shall not carry over from year-to-year. Such leave shall be requested in advance, in writing and approved prior to the leave. Stewards shall be entitled to attend any Safety Committee meetings held at either Division of the Sheriff's Office.

**Section 3.** Visitation Policy. An authorized representative of the Union may have access to the working area on application to the Employer, provided, however, that such representative shall not interfere with members of the negotiations unit or their work. While in any secured area of a Sheriff's Office facility, including, but not limited to the Monmouth County Correctional

Institution (“MCCI”), such Union representatives shall at all times comply with the direction of management regarding safety and security matters. The Union shall hold the Sheriff, County and their respective agents and officials harmless against any injuries or accidents that may occur to any authorized representative of the Union while he or she is on the Employer’s property.

**Section 4.** The Employer and the Union agree not to interfere with the right of employees to become, or refrain from becoming, members of the Union. There shall be no discrimination against any employee because of unit membership or non-membership.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

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

- (a) To the management, organization and administrative control of the Monmouth County Sheriff's Office and its facilities;
- (b) To determine the standards of services offered and to direct the activities of employees;
- (c) To maintain the efficiency of its operations and to implement such improvements in efficiency as deemed necessary;
- (d) To determine the content of work assignments and the methods, means and personnel by which its operations are to be conducted, including work and shift schedules and overtime assignments;
- (e) To contract for or sub-contract out services; and,
- (f) To effect a reduction in the workforce because of lack of work or budgetary or other legitimate reasons.

**Section 2.** This Agreement shall not be interpreted to in any way supersede the statutory or constitutional duties or obligations of the Monmouth County Sheriff's Office, nor shall it be construed to deny or restrict the Employer-Funding Agent, the County of Monmouth, by the Monmouth County Board of County Commissioners, of its powers, rights, duties or responsibilities under the laws or Constitution of the State of New Jersey or as previously exercised.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

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

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

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

**Section 4. Step procedures.**

**STEP ONE:** The grievance shall be initiated in writing by the employee involved within five (5) working days from the time the employee knew or should have known of its occurrence by discussion with the employee's immediate supervisor. The immediate supervisor shall provide an answer to the employee in writing within three (3) working days of such initiation.

**STEP TWO:** If the grievance is not settled at Step One, then within five (5) working days after receipt of an answer at Step One or after the answer at Step One was due, whichever is earlier, the grievance shall be submitted to the Chief Clerk of the division/facility where the employee is assigned, with a copy given to the Sheriff and/or designee. An answer at Step Two shall be made in writing within five (5) working days thereafter.

**STEP THREE:** If the grievance is not settled at Step Two, then within five (5) working days after receipt of an answer at Step Two or after the answer at Step Two was due, whichever is earlier, the Union shall have the right to submit the grievance to the Sheriff or designee. A meeting may be held with the Union and the Employer at this step. A written answer to the grievance shall be served upon the individual and the Union within ten (10) working days after the grievance is received at this step.

**STEP FOUR:** If the grievance is not settled through Step Three within ten (10) days of its submission under Step Three, then the Union shall have the right within five (5) working days thereafter to submit such grievance to binding arbitration through PERC, in which case the decision of the arbitrator shall be final.

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

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

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

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

**ARTICLE 5**  
**DISCIPLINE**

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

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

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

**ARTICLE 6**  
**SALARY**

**Section 1.** Effective January 1, 2020, the minimum starting salary for any full-time position within the negotiations unit is \$26,500, except for the position of Counselor, Penal Institution, which has a minimum starting salary of \$34,500. Effective January 1, 2021, the minimum starting salary for any full-time position within the negotiations unit is \$27,300, except for the position of Counselor, Penal Institution, which has a minimum starting salary of \$35,300. Management shall have the right to exceed the minimum starting salary for Counselor positions as necessary to recruit qualified personnel, provided that if anyone already within the negotiations unit is earning less than the starting salary of a new Counselor hire, that existing employee's salary shall be simultaneously increased to match the amount being paid to the new hire. All other minimum salaries shall remain at existing levels for the duration of the Agreement. For 2020 and 2021, Employees shall be entitled to the greater of the minimum salary increase or the increases provided by Sections 2 and 3 of this Article, respectively.

**Section 2.** All employees in the negotiations unit who are employed by the Employer as of December 31, 2019 shall receive a base salary increase of \$500, followed by a percentage increase of 2.5%, effective January 1, 2020.

**Section 3.** All employees in the negotiations unit who are employed by the Employer as of December 31, 2020 shall receive a base salary increase of \$500, followed by a percentage increase of 2.5%, effective January 1, 2021.

**Section 4.** All employees in the negotiations unit and employed by the Employer as of December 31, 2021 shall receive a percentage increase of 2.5%, effective January 1, 2022.

**Section 5.** The parties recognize that in 2016, the County permanently changed the pay cycle so that an employee's annual salary is now paid in 24 bi-monthly installments, rather than

the previous pay cycle of 26 or 27 bi-weekly installments. The County shall be permitted to implement the foregoing in any reasonable manner, including calculating an employee's annual salary based upon the actual number of work hours in any particular year.

**Section 6.** Employees must be on the payroll as of the date a Memorandum of Understanding (“MOU”) accepting the terms set forth in this Article was ratified by the Association’s membership to be eligible for any retroactive salary payments. If an employee is on an unpaid leave at the time of ratification by the Union, 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 shall be issued as soon as is practicable, but in no event beyond 45 days after the MOU is both ratified by the Association’s membership and adopted by the Board of County Commissioners.

**ARTICLE 7**  
**UNIFORM AND MAINTENANCE ALLOWANCE**

As of January 1, 2009, the uniform and maintenance allowance has been eliminated. However, the parties agree that the existing practice whereupon the Employer provides certain clothing and/or equipment for those negotiations unit employees who are assigned as supply room staff at the Corrections Division shall continue.

**ARTICLE 8**  
**COLLEGE INCENTIVE**

**Section 1.** The Employer shall offer a tuition assistance and reimbursement plan 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 terms of a prior Agreement prior to January 1, 2015 shall be entitled to retain such additional compensation so long as they continue in the negotiations unit.

**ARTICLE 9**  
**HOURS OF WORK/OVERTIME**

**Section 1.** The standard work day for employees shall consist of seven (7) hours with a one (1) hour unpaid lunch period, as assigned, but included in the standard work day shall be two (2) fifteen (15) minute breaks scheduled by the Employer during the first and second half of the work day.

**Section 2.** The standard workweek shall consist of five (5) consecutive days, Monday through Friday. If the future needs of the Sheriff require any employee in the negotiations unit to regularly work on weekends, the parties agree to promptly meet to discuss implementation of same.

**Section 3.** Premium pay shall be paid at the rate of one and one-half (1 and ½) times the employee's regular rate for hours worked in excess of forty (40) hours in a week. In determining hours actually worked within a designated work week for computation of overtime, only actual hours worked, paid holidays, approved compensatory time days or approved vacation time and approved personal time will be included. Sick leave, unauthorized absences, suspension time and late reporting to work will not be included.

**Section 4.** When a job is scheduled for overtime, or when the Employer deems overtime necessary, the employee shall work such scheduled or unscheduled overtime.

**Section 5.** Subject to the provisions of Section 3 above, 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. An employee called to work prior to the start of his or her normal work shift shall receive a minimum of two (2) hours at the overtime rate regardless of the actual time worked prior to the start of the regular work shift.

**Section 6.** Application for compensatory time shall be made to the Sheriff or designee, and will not be unreasonably denied. Use of compensatory time shall be granted where its use will not hamper the efficiency of operations. Compensatory time may be accumulated up to a maximum of forty-eight (48) hours.

**Section 7.** The Employer retains the right to pay an employee for any earned but unused compensatory time at the employee's then-prevailing salary. Additionally, an employee shall have the option of cashing in all or part of his or her accumulated compensatory time at the employee's then-hourly rate. Employee requests to cash in compensatory time before the end of a year shall be submitted not later than November 1<sup>st</sup> of the year in which payment is sought. Payment shall be made on the second pay period in November of that year.

**Section 8.** Employees who are required to use their personal vehicles in connection with the Employer's business shall be compensated at the established County rate for mileage reimbursement.

**ARTICLE 10**  
**EMERGENCY CLOSURES**

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

- (a) If all County offices are closed for the full day from 8:30 a.m. until 4:30 p.m., any negotiations unit employee working during the closure will receive two (2) times their regular wage for all hours actually worked.
- (b) If all County offices are closed for less than a full day, each negotiations unit employee working on that day will be paid two (2) times their regular wage rate for all hours actually worked, or until such time as the closure is ended. All other hours worked on that day shall be paid at the rate called for in this Agreement.

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

**Section 3.** In the event the Governor of New Jersey or other applicable state authority declares a public health emergency, during the pendency of the emergency, negotiations unit members will be subject to and shall comply with all applicable health, safety and leave policies promulgated by the Sheriff, the Board of County Commissioners and the County Administrator, copies of which shall be provided at least seven (7) days in advance to the Union whenever practicable. However, in the event management determines that for health and safety reasons a policy must be implemented without providing the full seven (7) day notice, it shall be provided to the Union as soon as practicable after it has been promulgated.

**ARTICLE 11**  
**PROMOTIONS, OUT OF TITLE PAY AND JOB POSTING**

**Section 1.** The Employer will endeavor to fill permanent job openings by promotion, provided that those employees considered possess the requirements enunciated by the Civil Service Commission and that they are subsequently certified for appointment by the Civil Service Commission.

**Section 2.** Employees who are promoted to a higher position shall have their salary adjusted so that it provides an increase of pay of three percent (3%) of base pay or the lowest rate in the higher classification, whichever is greater.

**Section 3.** An employee who is authorized by an immediate supervisor to perform the full functions of a higher position shall receive additional compensation equal to three percent (3%) of base pay or the lowest rate in the higher classification, whichever is greater. This additional compensation shall be paid provided the employee assumes these duties and performs them for a period of at least two full weeks (at least 10 actual working days), or longer. The additional three percent (3%) compensation is a temporary adjustment on top of the employee's current base pay for performance of the out-of-title work.

**Section 4.** A job opening or new job title in the negotiations unit shall be posted on an appropriate bulletin board for a period of five (5) working days. Positions within each Division of the Sheriff's Office shall only be posted within that respective Division.

**Section 5.** Seniority is defined as an employee's total length of continuous service with the Employer, beginning with the last date of hire.

**Section 6.** Employees who have the same date of hire shall have their seniority determined alphabetically, with "A" being most senior and on to "Z" as least senior.

## **ARTICLE 12** **VACATIONS**

**Section 1.** Vacation leave with pay shall be provided as follows:

- A.** One (1) working day for each month worked during the first calendar year of employment.
- B.** Twelve (12) working days per year after the first calendar year of employment up to and including five (5) years of service, earned at one (1) day per month.
- C.** Fifteen (15) working days per year beyond five (5) and up to and including twelve (12) years, earned at one and one quarter (1 and  $\frac{1}{4}$ ) days per month.
- D.** Twenty (20) working days per year beyond twelve (12) and up to and including twenty (20) years, earned at one and two-thirds (1 and  $\frac{2}{3}$ ) days per month.
- E.** Twenty-five (25) working days per year after twenty (20) years of employment, earned at two and one-twelfth (2 and  $\frac{1}{12}$ ) days per month.

**Section 2.** Vacation carry-over into a succeeding year will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. An employee may request a maximum amount of five (5) days to be carried over into a succeeding year, provided that a written request is submitted to the Sheriff or designee by October 1<sup>st</sup> of the year the vacation is earned. In accordance with County policy, the Sheriff will forward the request to the County Administrator for final approval by October 31<sup>st</sup> of that year. Any approved carry-over vacation time must be used by April 1 of the succeeding year or it will be lost. If approval is denied, then the employee must either promptly schedule the remainder of his or her vacation time for the year or immediately use his or her vacation time, subject to the approval of the Sheriff or designee, to be granted where its use will not hamper operational efficiency.

**Section 3.** Starting January 1, 2014, both existing and new 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, however, this change will not apply retroactively to vacation leave entitlements for 2013 or prior years.

**Section 4.** Vacation is granted upon approval of the Sheriff or designee, scheduled with full consideration for the effective operations of the Sheriff's Office. Employees with the greatest length of service shall receive preference in choice of vacation period to the extent effective staffing requirements permit, as long as that request is submitted prior to January 31<sup>st</sup> of that year. Employees submitting vacation requests after January 31<sup>st</sup> shall receive preference based upon a first-come first-serve basis to the extent effective staffing requirements permit.

**Section 5.** At the time of separation from service, an employee shall be entitled in time or in pay to any vacation accumulated and not previously used. If the employee has used anticipated, but unearned vacation leave, he or she must make compensation for the time used. An employee must terminate after the fifteenth of the month to be credited with service for that month. In determining the monthly computation days for earned vacation, employees hired between the first and the fifteenth of the month will be credited for vacation leave purposes. Any employee hired after the fifteenth of the month will not receive credit for that particular month.

**Section 6.** Part-time employees will be entitled to vacation on a pro-rata basis.

**ARTICLE 13**  
**HOLIDAYS**

**Section 1.** The following days are recognized as paid holidays and observed on the days set forth in the annual list of official county holidays promulgated by the County's Human Resources Department:

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

**Section 2.** Any other holidays granted to other County employees of by Resolution of the Board of County Commissioners shall also be recognized as a paid holiday.

**Section 3.** When a holiday falls during an employee's vacation or regular day off, that employee shall be given a floating holiday at the regular rate of pay or may receive one (1) extra day's pay at straight time in lieu of the floating holiday.

**Section 4.** If an employee is regularly scheduled to work on a holiday, he or she may choose to either be paid at the rate of time and one-half (1 and ½) plus holiday pay (subject to the provisions of Article 9 of this Agreement), or to receive pay at the regular rate of pay and a floating holiday at the regular rate of pay.

**ARTICLE 14**  
**SICK LEAVE**

**Section 1.** Sick leave is defined as an employee's absence from his or her post of duty because of illness, accident, exposure to contagious disease, or attendance upon a seriously ill member of the employee's immediate family requiring the constant care of such employee, but such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

**Section 2.** Eligible full-time employees shall earn sick leave according to the following schedule:

- (1) One (1) day per month worked during the first calendar year of employment.
- (2) Fifteen (15) days per year, advanced at the beginning of the calendar year, following the first full year of employment.

Sick leave may be taken in hourly increments. Part-time employees shall earn sick leave on a pro-rata basis.

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

**Section 4.** If an employee needs to utilize sick leave, the employee shall call his or her designated "call-out number" not less than one (1) hour before the employee's usual or scheduled reporting time, unless an applicable internal policy of the Sheriff provides for a shorter notification period. Failure to so notify may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action. Employees are required to call each day sick leave is utilized. The Employer shall have the right to establish reasonable policies and

procedures for monitoring the usage of sick leave and to ensure that sick leave is not abused. The Union shall be provided a copy of all such policies and procedures.

**Section 5.** The Employer and Union agree that they will follow the County's sick leave policy as set forth in Section 307 of the County's Employee Guide to Policies, Benefits and Services, and as it may be amended, along with any other applicable legal requirements.

**Section 6.** The Sheriff will grant two (2) paid administrative leave days to employees who do not use any sick time in a calendar year. These administrative leave days may be used at the employee's discretion. The Sheriff shall retain the option to terminate this incentive, in his or her sole discretion, for any calendar year, so long as the Union is notified prior to the start of that calendar year.

**ARTICLE 15**  
**PERSONAL LEAVE/LEAVES OF ABSENCE**

**Section 1.** Personal Leave Days. All permanent, full-time employees shall be entitled to three (3) paid personal leave days per year. Part-time employees shall be entitled to personal leave days on a pro-rata basis.

A request to use a personal leave day(s) shall be made in writing and approved in advance of the requested date or dates by the employee's immediate supervisor. This request shall be made at least five (5) working days in advance except in case of emergency, in which case an employee must call his or her designated "call-out number" not less than one (1) hour prior to the start of his or her work day.

All personal leave days are subject to approval by the Employer, or its designee. However, personal leave days shall not be granted or available at the beginning or end of a vacation, or paid holiday, except in case of emergency or death in the immediate family. Personal leave days must be used within the calendar year they are granted and shall not be cumulative from year-to-year.

**Section 2.** 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 step-child. Employees shall be entitled to up to three (3) days bereavement leave due to the death of a member of an employee's "immediate family," which for purposes of this Section means the employee's parent-in-law, grandparent, grandchild or other member of the employee's immediate household. An employee must notify his or her immediate supervisor when bereavement leave is sought, and the Employer reserves the right to require the employee to provide reasonable proof of death and the legal relationship of the decedent to the employee.

**Section 3.** Leave Without Pay. A permanent, full-time employee may be granted a leave of absence without pay for a period not to exceed six (6) months. The Union acknowledges approval of such leave is an administrative decision not subject to the grievance procedure. In deciding whether to grant such leave, the Employer will consider whether it will bring about (1) increased job ability, (2) protection or improvement of an employee's health, or (3) the furtherance of a program interest at the Sheriff's Office.

**ARTICLE 16**  
**MEDICAL COVERAGE**

**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 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 provisions of Board Resolution #94-267 shall continue to apply, and the traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

**Section 3.** Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County's employees not represented for purposes of collective negotiations. 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 4.** Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. Temporary employees are not eligible for these benefits.

**Section 5.** The County agrees to make additional deductions on behalf of the Union for a Union-sponsored dental plan. The deductions shall be made in accordance with the instructions from the Union to the extent possible.

**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 Union acknowledges that certain negotiations unit members are employed in safety-sensitive positions and are subject to random drug and substance abuse testing, which will be conducted in accordance with the specimen collection policy procedures adopted by the Employer.

**Section 8.** A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement as an Appendix and is incorporated herein.

**ARTICLE 17**  
**BULLETIN BOARDS**

**Section 1.** The Employer agrees to maintain a bulletin board for the use of the Union, provided, however, that materials to be posted will be delivered to the Employer at least two (2) days in advance of posting with a requested posting date and date for removal, and provided further that no material shall be posted without the Employer's approval, which shall not be unreasonably withheld.

**Section 2.** The Union may post notices of meetings, official Union business, or social and recreational events. No material may be posted containing profane or obscene language or is defamatory of the Employer or Employer-Funding Agent, or their representatives or employees, or is otherwise critical of or condemns their methods, policies or practices. No election campaign material shall be posted.

**ARTICLE 18**  
**UNION/MANAGEMENT MEETINGS**

**Section 1.** The Union and the Employer agree to meet on a quarterly basis or as needed to discuss problems of mutual interest. These meetings shall be scheduled between appropriate representatives of the Union and the Employer. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Such meetings are not intended to circumvent the grievance procedure, but are to encourage open and free discussion of existing problems concerning both parties.

**ARTICLE 19**  
**COMPLETE AGREEMENT**

**Section 1.** It is agreed and understood between the parties that this Agreement constitutes the entire understanding between the parties.

**Section 2.** In the event that any part of this Agreement is found to be illegal by any court of law or by a federal or state administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

**Section 3.** Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

**Section 4.** Nothing herein shall be construed to deny any civil service employee his or her rights under N.J.S.A. Title 11A (the Civil Service Act) and/or its associated regulations established in N.J.A.C. Title 4A.

**ARTICLE 20**  
**NON-DISCRIMINATION**

**Section 1.** The Employer and the Union hereby agree that they shall not discriminate against any employee because of race, creed, color, national origin, sex, ancestry, religion, marital status, domestic partnership status, sexual or affectional orientation, gender identity or expression, political affiliation, mental or physical or perceived disability, age, familial status, liability for service in the Armed Forces of the United States, union membership, union non-membership or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

**Section 2.** Grievances arising under this section shall not be subject to the final binding arbitration step of the grievance procedure and may be submitted directly to the appropriate agency having jurisdiction over the subject matter of the complaint.

**ARTICLE 21  
DURATION**

This Agreement shall be effective January 1, 2020 and shall continue in full force until December 31, 2022 or until a new Agreement is executed. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, they must notify the other party in writing not less than sixty (60) days prior to such expiration date.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this \_\_\_ day of \_\_\_\_\_ 2021.

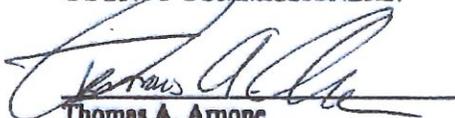
MONMOUTH COUNTY SHERIFF:

  
Shaun Golden,  
Sheriff

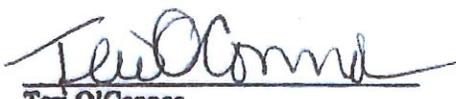
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 152:

  
Brian String,  
President

MONMOUTH COUNTY BOARD OF  
COUNTY COMMISSIONERS:

  
Thomas A. Arnone  
Director

  
Daniel Ross Jr.,  
Director of Collective Bargaining

  
Teri O'Connor,  
County Administrator

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

## ATTACHMENT A - AGREEMENT

**WHEREAS**, due to the growth of the County's health care and pharmacy costs, and the associated cost to its employees, it is understood that certain cost containment measures are required in order for the County to be able to maintain the high level of benefits provided to County employees; and,

**WHEREAS**, it is further understood that due to certain provisions of the federal Affordable Care Act ("ACA"), it is critical that the County begin the process of finding health care cost savings, as it faces the potential for millions of dollars of fines in future years if its health care costs exceed the amount permitted by the ACA; and,

**WHEREAS**, the County's Benefits Department, in consultation with the County's health care and pharmaceutical plan administrators, have proposed numerous modifications to the County's health care and pharmaceutical plans where it is believed that substantial savings can be achieved at limited burden to the County's employees and dependents; and,

**WHEREAS**, while the County does not concede the negotiability of any or all of these modifications, it wishes to avoid any future Union challenges to them given their importance; and,

**WHEREAS**, the Union reserves all rights, claims and defenses as to any changes in the County's health and pharmaceutical plans not specifically set forth herein.

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

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

**BE IT FURTHER RESOLVED** that the foregoing changes shall not affect the benefits of any person who has retired prior to the date this Agreement is ratified by the parties.

### **HEALTH CARE PLAN MODIFICATIONS**

1. The County may increase OOP (Out of Pocket) maximums for out-of-network treatment as follows: Family OOP maximums may be increased from \$5,000 per year to no more than \$10,000 per year. Single OOP maximums may be increased from \$2,500 per year to no more than \$5,000 per year.
2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$100 per visit. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.
3. The County may revise its pricing schedule for out-of-network treatment to modify the “reasonable and customary” rate used to calculate reimbursement for such out-of-network treatment to no less than 150% of the rate established by the Centers for Medicare & Medicaid Services.

### **PHARMACY PLAN MODIFICATIONS**

1. The County may implement a “network narrowing” plan to reasonably limit the pharmacies from which members may purchase pharmaceuticals, which shall consist of removing one (1) of the following three (3) national pharmacy chains (or their successors in interest) from the County’s network: (1) Walgreens, (2) Rite-Aid, (3) CVS.
2. The County may implement “step therapy” procedures when, within a specific therapy class, multiple drugs are available to treat the same condition. In such instance, a patient will be required to first try clinically effective generic or lower-cost brand medications, before “stepping-up” to a higher cost medication. If, after the patient tries the generic or lower-cost medication, the patient’s physician determines that a higher-cost medication is medically required, the physician may contact the County’s pharmacy benefits manager for a coverage review and to request authorization for that higher-cost medication. Provided the physician fully cooperates with the pharmacy benefits manager in this process, such authorization shall normally be granted within three (3) days. A current list of drugs for which “step therapy” will apply will be provided to the Union.
3. The County may implement a “dispense as written” policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the “brand” co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes “DAW” or “dispensed as written” or checks the “do not substitute” box on the prescription.
4. The County may implement a “prior authorization and quantity duration” policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For drugs that are not needed every day such as sleep aids, or migraine treatments, supply per prescription will be reduced in accordance with the policy, for example, a particular prescription may be reduced from 30 doses

to 8 at retail and from 90 doses to 24 at mail, unless the prescribing physician establishes that a larger quantity is needed due to medical necessity. A current list of drugs for which "prior authorization and quantity duration" will apply will be provided to the Union.

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

For the Union:

John J. Roberts  
Dated: 11/5/14

For the County of Monmouth:

Stam Kleinman, Special County Counsel  
Dated: 11/5/14

For the Monmouth County Sheriff

Maureen J. Freeman  
Dated: 11/5/14