

AGREEMENT
BETWEEN
THE MONMOUTH COUNTY PROSECUTOR
THE COUNTY OF MONMOUTH
AND
SOA LOCAL NO. 256

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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PREAMBLE

This Agreement (“Agreement”) is by and between the **MONMOUTH COUNTY PROSECUTOR** (“Prosecutor” or “Employer”) and **SOA LOCAL NO. 256** (“Association”). The parties acknowledge the **Monmouth County Board of Chosen Freeholders** (“County” or “Employer-Funding Agent”) is the funding agent to this Agreement.

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ARTICLE I
RECOGNITION

The Prosecutor hereby recognizes 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., (“Act”), for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all sworn Captains, Lieutenants, and Sergeants employed by the Prosecutor, but excluding the Chief of Detectives (“Chief”), Deputy Chief of Detectives (“Deputy Chief”), County Investigators, managerial employees, confidential employees within the meaning of the Act, craft employees, confidential employees, professional employees, all non-police and all other employees.

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ARTICLE II
UNION SECURITY

Section 1

The Employer agrees to deduct Association dues from the salaries of each employee who is a member of the Association under this Agreement when authorized in writing to do so by that Association member. Individual authorization forms shall be filed by the Association with the Employer-Funding Agent.

Section 2

The amount of monthly Association membership dues will be certified by the Association President in writing to the Employer and the amount so certified shall be uniform for all members of the Association. The Association shall provide and maintain a "demand and return" system consistent with N.J.S.A. 34:13A-5.6, or as that law may be amended.

Section 3

The form permitting the deduction of dues shall provide notice to such employee that he/she may withdraw from the Association on January 1 or July 1 of each year, provided said employee gives notice of withdrawal to the County at least thirty (30) days in advance of his/her desire to withdraw.

Section 4

Any employee in the negotiations unit on the effective date of this Agreement who does not join the Association within thirty (30) days thereafter, or any new permanent employee who does not join within thirty (30) days of initial employment within the unit, shall pay a representation fee to the Association by automatic payroll deduction, pursuant to N.J.S.A. 34:13A-5.6, or as that law may be amended. This representation fee shall be equal to eighty-five (85%) percent of the regular Association membership dues, fees and assessments as certified to the Employer by the

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Association. The Association may revise its certification of the amount of the representation fee from time to time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit and until a successor agreement between the Association and the Employer is completed.

Section 5

The Association agrees that it will indemnify and save harmless the Prosecutor and the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter regarding dues check-off under this Article.



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ARTICLE III
WORK SCHEDULES

Section 1

The standard weekly work schedule for all employees covered by this Agreement shall consist of forty (40) hours per week, eight (8) hours per day, exclusive of a one-half (½) hour meal period, and inclusive of two (2) fifteen (15) minute breaks.

Section 2

The Prosecutor shall have the right to schedule the hours of work in the workweek and to vary the daily or weekly work schedule consistent with the needs of the Monmouth County Prosecutor's Office ("MCPO"). The MCPO will make every effort to provide at least 48 hours advance notice to an employee of any intended change in his or her work schedule, except in the event of emergent circumstances, which shall be in the sole discretion of the Prosecutor.

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ARTICLE IV
OVERTIME

Section 1

The Employer shall compensate overtime at the rate of time and one-half (1 and ½) of straight time pay to all Sergeants covered by this Agreement for time worked in excess of forty (40) hours per week. Sick leave shall not count as hours worked for overtime purposes. The parties acknowledge that since the ratification of a prior Agreement between the parties effective January 1, 2006, only Sergeants remain entitled to the provisions set forth in Sections 1 through 3 of this Article. Lieutenants and Captains remain entitled to utilize the provisions of Section 3 of this Article for all compensatory time accumulated prior to the ratification of that prior Agreement, if any remains in their leave bank.

The foregoing is in addition to a settlement agreement, executed December 19, 2005, between the County and current and certain former members of the Association, regarding the conversion of sick time to contractual compensatory time. The compensatory time bank created in that settlement agreement must be exhausted before the traditional compensatory time bank can be utilized.

Section 2

Sergeants shall have the individual discretion as to whether to be compensated for each overtime period worked in either paid overtime or compensatory time off ("CTO") (calculated at the time and one-half rate). If a Sergeant elects to receive CTO, it shall be used within his/her sole discretion subject only to prior employer approval. All CTO exceeding 240 hours at any one time shall be compensated as paid overtime.

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Section 3

Sergeants shall have the option of cashing in up to eighty (80) hours of accumulated CTO each year. This amount shall not exceed 80 hours per year regardless of the compensatory time bank used. Said time shall be cashed in at said employee's then hourly rate. The 80 hour total annual amount may be cashed in up to twice a year with thirty (30) days advance notice, in any increment of twenty (20) hours or greater.

Section 4

Whenever a Sergeant, Lieutenant or Captain is called out by the Employer to physically respond, either before or after normal working hours, he/she shall receive a minimum of two (2) hours call-out compensation for each call out. Call-out compensation shall not be provided for responding to telephone calls. Call-out compensation, where applicable, shall be paid at the appropriate rate provided for by this Article.

Section 5

This section applies only to Lieutenants and Captains. As senior management personnel, Lieutenants and Captains are not entitled to paid overtime and are required to work additional time whenever necessary. They can, however, earn contractual compensatory time at the rate of time and one-half (1 and ½) for all hours worked in excess of forty (40) hours per week. This compensatory time bank may contain up to eighty (80) hours at any one time, and is replenishable throughout the year. The use of such contractual compensatory time requires pre-approval, which shall not be unreasonably denied. This contractual compensatory time cannot be converted to money. Sick leave shall not count as hours worked for compensatory time purposes.

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ARTICLE V
VACATIONS

Section 1

Each employee shall be entitled to annual vacation leave, depending upon years of service with the Employer, as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION TIME</u>
Up to one (1) year	1 day for each month worked
2 nd through 5 th year	12 working days
6 th through 12 th year	15 working days
13 th through 20 th year	20 working days
21 or more years	25 working days

Section 2

Effective January 1, 2014, all 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 during a calendar year, however, this change will not apply retroactively to vacation leave entitlements for 2013 or prior years.

Section 3

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

Section 4

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance earned in the current year pro-rated upon the number of months worked in the calendar year in which the separation becomes effective.



Section 5

If an employee dies having a credit of any annual vacation leave, the Employer shall calculate and pay to the employee's estate a sum of money equal to the earned vacation leave based upon the employee's salary rate at the time of death, pro-rated as above.

Section 6

Employees on a leave of absence without pay do not accrue vacation benefits.

Section 7

Vacations not granted in a calendar year due to the needs of the Prosecutor or for extraordinary reasons beyond an employee's control may be carried over to the following calendar year with permission of the Prosecutor. Such carry-over must be scheduled for use and used by April 1st of the succeeding year.

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ARTICLE VI
HOLIDAYS

Section 1

The following days shall be recognized and observed as paid holidays:

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

Section 2

If a Sergeant works on a holiday, he/she shall have the option to be paid or receive compensatory time off, consistent with the provisions of Article IV of this Agreement. Lieutenants and Captains do not have the option to be paid for working on a holiday, but may receive compensatory time off, consistent with the provisions of Article IV, Section 5 of this Agreement.

Section 3

It is understood that the County currently offers thirteen (13) paid holidays to its non-represented employees per calendar year. If the County grants more than thirteen (13) total holidays to its non-represented employees during a calendar year, then employees covered by this Agreement shall be entitled to receive the same number of additional holidays for that year.

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ARTICLE VII
PERSONAL BUSINESS

Employees who are employed for more than one (1) year shall be granted three (3) days off for personal business.

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ARTICLE VIII
TEMPORARY LEAVE

Section 1

Sick Leave. Sick leave is defined as the absence of post of duty of an employee 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. Employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.
2. One and one-quarter (1 and ¼) days per month worked during each year thereafter.

Sick leave shall accumulate from year to year.

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

Upon an employee's death, the Employer will grant supplemental compensation to the employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of death, but not to exceed \$15,000 or such higher amount as the County may hereafter adopt by resolution.

At the time of retirement the retiring employee shall be entitled to the cash value of one-half of all accumulated sick time calculated at the retiree's then current total rate of daily compensation at the time of separation from active service not to exceed \$15,000.

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ARTICLE IX
FAMILY LEAVE

Family leave is available to an eligible employee seeking time off from work duties to fulfill family obligations relating directly to the birth of the employee's child, the placement for adoption of a child with an employee, or the serious health condition of an employee's family member. Eligible employees are defined as individuals employed for twelve (12) months or more who have worked one thousand (1,000) or more base hours during the preceding twelve-month period.

To request family leave time off, the employee must submit a written application to the Administration Office. The request must contain a doctor's certificate along with a start date and approximate ending date for the family leave. An eligible employee may request up to twelve (12) weeks of unpaid leave over any twenty-four (24) month period with a supervisor's approval. The employee may choose not to utilize sick, vacation and personal time while on family leave. While an employee is on family leave, no vacation, sick or personal time will accrue. Subject to the terms, conditions and limitations of the employee's health plan, the Employer will continue to provide health care coverage for the duration of the family leave, with the employee billed for his/her share. To the extent possible, an employee returning from family leave will be reinstated to his/her former position or will be offered an equivalent position.

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ARTICLE X
WORK INCURRED INJURY

The statutory compensation provided in N.J.S.A. 34:15-12(a) and applicable law is recognized as controlling the issue of access to payment for employees on temporary disability leave. 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. The Prosecutor may in his sole discretion extend such leaves for up to one (1) year.

However, in the event that the injury is directly attributable to the specialized sworn law enforcement duties of an Investigator, such reimbursement of an amount equal to the employee's net pay shall continue for up to one year. Notwithstanding 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.

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ARTICLE XI
HEALTH BENEFITS

Section 1

It is agreed that the Employer will continue, at a minimum, to offer the current medical point of service plans provided by the County (as provided by Horizon BCBS and Qualcare), or an equal or better plan(s), for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing these plans, which in no event shall be less than 1.5% of base salary. During the term of this Agreement, the parties acknowledge that the required contribution is the full amount (a.k.a. the tier 4 level) of the contribution rate established by 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 placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

Section 2

The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders, shall continue to apply, and the County's traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter. A copy of Resolution #94-267 is attached hereto as Appendix A.

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

Retail (brand)	\$20.00 (current \$20)
Generics	\$10.00 (current \$5)

90 days Mail Order

Retail (brand)	\$15.00 (current \$15)
Generics	\$5.00 (current \$0)

Section 4

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



ARTICLE XII
REIMBURSEMENT FOR EXPENSES

The total allowable reimbursement for employees for money spent on meals while away on overnight training, seminars, conventions and out of state investigations, excluding while on overtime, will be \$35.00 per day per person. This will be broken down as follows:

Breakfast	\$7.00
Lunch	\$9.00
Dinner	\$19.00

Alternatively, the employee may choose to receive reimbursement in the amount permitted by the County's Travel Policy.

No meal reimbursement will be paid while an employee is being paid overtime. Receipts for expenditures must be submitted through the proper chain of command to the Director of Administrative Services immediately following the trip.

Employees who make trips on office business and seek reimbursement on a mileage basis for the use of their private vehicles must submit memorandum to the Administrative Office detailing the date of said trip, the purpose, and the mileage involved. A voucher will then be prepared for their signature, and the repayment will be calculated at the then prevailing mileage rate. That sum will be reimbursed to the employee.

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ARTICLE XIII
BASE WAGE

Section 1

Employees covered by this Agreement shall receive base wages as set forth in Appendix C, attached hereto, provided, however, that in the event that on or before March 31, 2019, the New Jersey Legislature enacts a law increasing the statutorily-established salary of a county prosecutor, the Association shall be entitled to reopen this Agreement for the sole purpose of negotiating in good faith whether a salary increase should be provided to members of the negotiations unit in 2019. The Association shall provide written notification within forty-five (45) days of the effective date of such a law that it wishes to exercise its right to reopen or it irrevocably waives its right to do so.

Section 2

Those employees who have retired in good standing on or after January 1, 2014, but prior to the date this Agreement was executed, shall be entitled to *pro-rata* retroactive payment of salary, and the parties agree this provision is intended to represent compliance with the previous settlement of grievance arbitration AR-2007-163. This provision shall apply to a successor collective negotiations agreement in the event it is not completed prior to its expiration date.

Section 3

Effective January 1, 2016, the County is permitted to permanently change the pay cycle so that an employee's annual salary will be paid in 24 bi-monthly installments, rather than the prior practice of paying salary in 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.

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ARTICLE XIV
SOA MEETINGS

The current practice regarding attendance at SOA local, state and county meetings shall be continued.

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ARTICLE XV
BULLETIN BOARD

The Employer will supply space in a conspicuous location for one (1) bulletin board for the Association to post notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of employees. The Association shall provide the bulletin board.

No matter may be posted without receiving permission of the officially designated Association representative. The Prosecutor may reject any postings deemed detrimental to the operation of the MCPO. However, approval for posting shall not be unreasonably withheld.

The bulletin board shall be constructed in such a manner that it will be capable of securing postings behind a glass-enclosed frame. The bulletin board shall have the capability of being locked. A designated Association representative shall retain the key.

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ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1

For purposes of this Agreement, the term “grievance” means any complaint, difference or dispute between the Employer and the Association or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

Section 2

Grievances, as here and above defined, should be handled in an expeditious and mutually satisfactory manner, and to that end the following procedure shall be followed:

STEP ONE

An employee with a grievance shall first discuss it with the Deputy Chief either directly or through the Association’s designated representative for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence or the condition giving rise to the grievance.

STEP TWO

If the aggrieved party is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within seven (7) working days after presentation of that grievance at Step One, the aggrieved party may file a grievance in writing with the Chief, or in his/her absence, a representative designated by the Prosecutor. A written decision thereon shall be rendered within seven (7) working days after the grievance has been presented.

STEP THREE

If the aggrieved party is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within seven (7) working days after presentation of that grievance at Step Two, the matter may be referred to the Prosecutor, or a designee. The Prosecutor’s decision shall be rendered in writing within ten (10) working days.

STEP FOUR

If a satisfactory settlement is not reached at Step Three, the Association may request arbitration in writing within twenty (20) business days after the answer is given by the Prosecutor or the

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grievance shall be deemed to be waived. A request for arbitration must be submitted in writing to the Public Employment Relations Commission ("PERC"), with a copy sent to the Prosecutor, asking PERC to submit panels of arbitrators to each of the respective parties to this Agreement so each party may independently exercise its right of selection, which may be filed directly with PERC pursuant to its rules.

Section 3

The arbitrator's fees and expenses shall be borne equally by the Association and Prosecutor.

Section 4

If either party uses the services of an attorney, the expenses incurred will be borne by the party requesting such services.

Section 5

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

Section 6

The arbitrator shall have no power or authority to add to, subtract from or modify, in any way, the terms of this Agreement.

Section 7

The arbitrator shall make every reasonable effort to issue a decision within thirty (30) calendar days from the date the hearing closes. The arbitrator's decision shall be in writing, setting forth findings of fact and conclusions on the issues submitted to arbitration. The decision of the arbitrator shall be final and binding upon the parties.

Section 8

Time periods may be extended by mutual written agreement only.

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Section 9

No employee covered by this Agreement shall be fined or suspended, except for just cause.

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ARTICLE XVII
DEPARTMENTAL INVESTIGATIONS

Section 1

In an effort to ensure that departmental disciplinary investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee covered by this Agreement who is the target of a departmental disciplinary investigation shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
2. Prior to interrogation, the Prosecutor shall afford the employee an opportunity to consult with counsel and/or an Association representative before being questioned. The opportunity to consult with counsel and/or the representative shall not delay the interrogation beyond one hour.
3. Interrogations shall take place at a location designated by the Prosecutor or designee. Usually this will be at the Prosecutor's office or the location where the incident allegedly occurred, unless the exigencies of the investigation dictate otherwise.
4. An employee covered by this Agreement who is the target of a departmental or disciplinary investigation shall be informed of the nature of the investigation at the time the interrogation commences.
5. The questioning shall be reasonable in length.
6. An employee covered by this Agreement who is the target of a departmental disciplinary investigation shall be so advised pursuant to the MCPO Rules and Regulations, effective April 16, 2012, as well as any successor manual of rules and regulations, utilizing the MCPO Internal Affairs Advisement Form, attached hereto as Appendix D.
7. An employee covered by this Agreement shall be subject to the filing of charges against the employee for violation of internal rules and regulations pursuant to the MCPO Rules and Regulations, effective April 16, 2012, as well as any successor manual of rules and regulations, for a period of forty-five (45) days after the date on which the person filing the complaint has obtained sufficient information to file the matter upon which the complaint is based. The forty-five (45) day time limit shall not apply if an investigation of an employee covered by this Agreement is included directly or indirectly with an investigation of that employee for a violation of the criminal laws of the State of New Jersey. The forty-five (45) day limit shall begin on the day after the disposition of the criminal investigation. The forty-five (45)



day requirement in this paragraph for the filing of a complaint against an employee shall not apply to a filing of a complaint by a private individual.

8. Departmental disciplinary investigations, whether conducted in person or through written questionnaire, will be conducted pursuant to the "Internal Affairs Policy and Procedures" guidelines issued by the New Jersey Attorney General, where they may be applicable.

Section 2

An employee covered by this Agreement may be subjected to a urinalysis or blood test when the Employer has individualized reasonable suspicion to suspect that employee has used or abused or is under the influence of an illegal or legal controlled dangerous substance while on duty.

Section 3

Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

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ARTICLE XVIII
LEGAL AID

Whenever an employee covered by this Agreement is a defendant in a suit or legal proceeding arising out of or incidental to the performance of the employee's duties, the Employer shall provide said employee with a defense of such action or proceeding, except for the employee's defense in a disciplinary proceeding instituted against him/her by the Employer, or in a criminal proceeding instituted as a result of a complaint on behalf of the Employer.

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ARTICLE XIX
FALSE ARREST COVERAGE

The County shall provide coverage for false arrest to all covered employees of the MCPO, or indemnify all covered employees of the MCPO, at a level not less than that which was issued by the National District Attorneys Association.



ARTICLE XX
PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Prosecutor. Upon advance notice and at reasonable times, any employee may at any time review his/her personnel file. However, this appointment for review must be made through the Chief or a designee.

Whenever a written complaint concerning an employee is to be placed in his/her personnel file, a copy shall be made available to the employee, who shall be given the opportunity to provide a written response or rebuttal, which shall also be placed in the employee's personnel file.

Reckoning of disciplinary action shall be handled pursuant to Section 5:2-5 of the Rules and Regulations of the MCPO, dated April 16, 2012, and attached hereto as Appendix E. The Prosecutor reserves the unilateral authority to unseal a reckoned disciplinary action taken against a member of the Investigation Division, without the need for a court order, in the event that individual brings a lawsuit in state or federal court, or a charge or lawsuit is brought on his or her behalf by a third party, including any federal, state or local governmental agency or entity, against the MCPO, County, or any of their officers, agents, employees (if they are named in their official capacities), agencies and instrumentalities. The Prosecutor may thereafter use that unsealed disciplinary action in the defense of such lawsuit or charge to the extent that he or she deems necessary.

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ARTICLE XXI
OUTSIDE EMPLOYMENT

Employees engaged in any outside employment are required to obtain annual approval, which shall be granted at the sole discretion of the Prosecutor.

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ARTICLE XXII
EQUAL EMPLOYMENT

The Employer and the Association 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.

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ARTICLE XXIII
MANAGERIAL RIGHTS

Section 1

The parties acknowledge the Prosecutor has and will continue to retain the rights and responsibilities to direct the affairs of the MCPO in all its various aspects. Among the rights retained by the Prosecutor are the rights to direct the work force; to plan, direct, and control all the operations and services of the MCPO; 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 reasons; to make and enforce reasonable rules and regulations; 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 2

The parties recognize that employees in the title of Detective are appointed by the Prosecutor pursuant to N.J.S.A. 2A:157-10 and may be removed in accordance with N.J.S.A. 2A:157-10.1. The parties understand and agree that the Prosecutor does not give up any rights under N.J.S.A. 2A:157-10.

The parties further recognize that pursuant to N.J.S.A. 2A:157-10, the Employer has the managerial right to subject employees to a probationary period not to exceed one (1) year in length. At any time during that probationary period, the Employer shall have the right to remove an employee with or without cause and the Association will not file any grievance or other challenge to the Prosecutor's decision. After the probationary period expires, any removal of an employee for disciplinary reasons shall comply with the provisions of N.J.S.A. 2A:157-10.1. This provision



shall uniformly apply to all employees who accept an appointment as a sworn County Investigator on or after July 20, 2012.

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ARTICLE XXIV
REDUCTIONS IN FORCE

Section 1

Seniority, for purposes of this Article, shall be defined as the length of service with the MCPO.

Section 2

In the event that a reduction in force or a reduction in the number of supervisory Investigator positions is necessary, the Prosecutor shall consider seniority as a factor in determining which employees will be laid off or demoted. The Prosecutor may also consider employees' specialized training, particularized expertise and/or unique skills, as well as employees' performance records. Forty-five (45) days advance written notice shall be given to any employee selected to be laid off or demoted. In the event of a layoff, the laid-off employee shall be placed on a recall list for three (3) years. Placement on the recall list shall provide preference to the laid off employee over any other applicant except where special skills or expertise is a controlling factor. Moreover, any employee demoted shall be given preference over any other individual in the event of future promotion to his/her former rank except where specialized training or particularized expertise is a controlling factor.



ARTICLE XXV
SAVINGS CLAUSE

In the event any federal or state legislation, governmental regulation or applicable court decision cause the invalidation of any provision of this Agreement, all other provisions not so invalidated shall remain in full force and effect.

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ARTICLE XXVI
DURATION

This Agreement shall have a term from January 1, 2017 through December 31, 2019. If the parties have not executed a successor agreement by December 31, 2019, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules established by PERC for that purpose.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

FOR THE EMPLOYER AND
EMPLOYER-FUNDING AGENT:



Christopher Gramiccioni, Esq.
Monmouth County Prosecutor

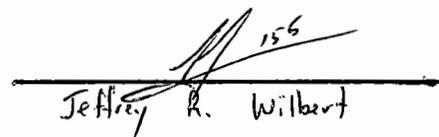


Hon. Lillian G. Burry
Freeholder Director



Teri O'Connor,
County Administrator

FOR THE ASSOCIATION:



*Done check
10/16/17*

*Assn #143
DW*

APPENDIX A
RESOLUTION #94-267

RES# 94-267

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

Freeholder HANDLIN offered the following resolution and moved its adoption:

WHEREAS, Monmouth County has paid the cost of Health Benefits for retirees in the County's Self-Funded Employee Health Benefit Indemnity Plan (except those who elect a deferred retirement but including a disability retirement regardless of service) with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County regardless of whether they have been in a state recognized pension plan system; and

WHEREAS, Monmouth County paid these costs for retirees without regard to the date that such retirees accumulated twenty five (25) or more years of service in a state recognized pension system and without regard to the date that such retirees accumulated twenty five (25) or more years of service with Monmouth County regardless of whether they had been in state recognized pension plan system; and

WHEREAS, Monmouth County has offered its Self-Funded Employee Health Benefit Indemnity Plan to all eligible new employees; and

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her discretion, choose either the Self-Funded Indemnity Plan, or the Self-Fund Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Monmouth that employees who have twenty five (25) or more years of service in a state recognized pension system and that employees who have twenty five (25) or more years of continuous service with Monmouth County on June 30, 1994 will when they retire be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.



BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

BE IT FURTHER RESOLVED that employees who have less than fifteen years of Service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will not have the option to purchase the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that any new employee hired after July 1, 1994 will not, regardless of their years of service anywhere, be allowed to retire from Monmouth County with any health benefits at no cost.

BE IT FURTHER RESOLVED that any employee hired by the County on or after July 1, 1994 will not be permitted to enroll in the County's Self-Funded Indemnity Plan.

BE IT FURTHER RESOLVED that all active employees hired on or before June 30, 1994 will be able to participate in either the County's Self-Funded Indemnity Plan by having the appropriate deduction made from each paycheck or in the County's Self-Funded Point-of-Service Plan at no cost and that all of these active employees may, during their active employment only, choose between the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

BE IT FURTHER RESOLVED that the Clerk forward a true certified copy of this resolution to the County Administrator, County Personnel Officer and the Benefits Coordinator.

Seconded by Freeholder STOPPIELLO and Adopted on roll call by the following vote:

In the Affirmative: Mrs. Handlin, Mr. Stoppiello,
Mr. Narozanick, Mr. Powers
And Director Larrison

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HEREBY CERTIFY THE ABOVE TO BE A
TRUE COPY OF A RESOLUTION ADOPTED
BY THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF MONMOUTH AT A
MEETING HELD APRIL 14, 1994.

RICHARD C WENNER
CLERK

Handwritten signatures and initials in the bottom right corner, including a circled signature and the name 'L. Allen'.

APPENDIX B

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 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.

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APPENDIX C
SALARY SCHEDULE

Rank	2016	2017	2018	2019*
Sergeant	137,482	140,232	143,037	143,037
Lieutenant	146,747	149,682	152,676	152,676
Captain	152,250	155,295	158,401	158,401

*2019 salaries are subject to a reopener clause per Article XIII, Section 1.



APPENDIX D

Administrative Advisement Form

Administrative Investigations Only

1. I am being questioned as part of an investigation by this agency into potential violations of department rules and regulations, or for my fitness for duty. This investigation concerns

_____.

2. This is an administrative investigation. I will be asked questions specifically, narrowly and directly related to the performance of my official duties.

3. I may be subject to departmental discipline for refusing to answer a question directly related to the performance of my duties, or for not answering truthfully.

4. I have the right to consult with a representative of my collective bargaining unit, or another representative of my choice, and have him or her present during the interview.

Signature: _____

Date: _____ Time: _____

Witnessed by: _____

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APPENDIX E

5:2.5 Employee Files

The reckoning procedures and period for disciplinary action for Detectives shall be as follows:

- a. RECKONING OF DISCIPLINARY ACTION – The administrative reckoning of a disciplinary action is similar to an expungement. The forgiveness of a prior disciplinary action is incorporated to encourage Investigation Division personnel to strive for improvement when poor judgment is used or a careless mistake made.
- b. RECKONING PROCEDURE – When disciplinary action has been taken against a member of the Investigation Division, a record of that action will be placed in the employee’s personnel file. It is the responsibility of the employee to note when that action would be eligible for reckoning based upon the schedule which follows. When the eligible date has been reached, the employee must submit a memorandum through the Chain of Command to the Chief of Detectives requesting the disciplinary action be removed. Upon reviewing the request, the Chief of Detectives will decide whether the discipline shall be reckoned.

The requesting employee will be notified of that decision. If a decision to reckon discipline is approved, the Chief of Detectives or his/her designee in consultation with the Prosecutor shall notify the Director of Administration to remove the record of disciplinary action from the personnel file of the employee. This record shall be sent back to the Chief of Detectives or his/her designee, whereupon it will be prominently marked with a notation “reckoned” and placed in the Internal Investigation file which documented the events, which gave rise to the discipline. A notation will likewise be made on the file that the discipline has been reckoned. All information, reports, and documents which gave rise to that discipline will henceforth be considered as “sealed” and be made available only as (1) a result of a court order, or (2) unsealing is permitted by the terms of an applicable collective negotiations agreement. Reckoned discipline will not be considered in any future administrative decisions.

- c. RECKONING PERIOD
 - 1) Letter of Reprimand Only – Where discipline resulted in a letter of reprimand only, the reckoning period will be two (2) years from the date of the letter, provided no additional disciplinary action has occurred or is pending at the time of the request for reckoning.
 - 2) Loss of Time – Where discipline resulted in a loss of time, the reckoning period will be three (3) years from the date of the notification letter, provided no additional disciplinary action has occurred or is pending at the time of the request for reckoning.



- 3) Suspension and Loss of Pay – Where discipline resulted in a suspension and loss of pay, the reckoning period will be five (5) years from the date of the notification letter, provided no additional disciplinary action has occurred or is pending at the time of the request for reckoning.

When an additional disciplinary action has occurred prior to the eligible reckoning date, the reckoning period on the original discipline will extend to the eligible reckoning date of the second disciplinary action.

If three (3) or more disciplinary actions occur prior to the first action being reckoned, all disciplinary actions will be ineligible for reckoning for the remainder of the employee's employ.

- 4) There shall be no reckoning of a demotion made pursuant to a disciplinary action.
- 5) No disciplinary action concerning an employee's character or truthfulness, veracity and honesty shall be removed.

The reckoning procedures and period for all employees shall be established pursuant to the current collective negotiations agreements.

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