

AGREEMENT

between

THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

-and-

**THE INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, IFPTE LOCAL 196
MONMOUTH COUNTY SUPERVISOR'S ASSOCIATION**

[BLUE COLLAR SUPERVISORS UNIT]

January 1, 2014 – December 31, 2017

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PREAMBLE

This Agreement ("Agreement") is by and between the Monmouth County Board of Chosen Freeholders ("Employer" or "County") and the International Federation of Professional and Technical Engineers, Monmouth County Supervisors Association, IFPTE Local 196 ("Union").

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

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

ARTICLE 1
RECOGNITION

Section 1. The County recognizes the Union as the exclusive representative for the purpose of establishing salaries, wages, hours and other terms and conditions of employment for Blue Collar supervisors and assistant supervisors.

Section 2. This unit includes Blue Collar supervisors and assistant supervisors employed in the County's Department of Public Works and Engineering in the following divisions:

Bridge
Buildings and Grounds
Fleet Services
Highway
Shade Tree
Traffic Safety

and includes the positions of Supervisor of Motor Pool and Mail Room Supervisor (if Union representation is desired by applicable employees). Starting on January 1, 2016, Blue Collar supervisors and assistant supervisors (except for the title of Assistant Supervisor, Building Maintenance) employed at the Monmouth County Reclamation Center ("MCRC") shall also be included in the negotiations unit.

Section 3. This negotiations unit excludes general supervisors, higher level supervisors, managerial executives, confidential employees, non-supervisory employees, any other County employees, police, employees represented in other negotiations units, clerical and professional employees.

ARTICLE 2
UNION SECURITY

Section 1. The Employer will give effect to the following form of Union security:

- (a) Employees who are members of the Union on the effective date of this Agreement may remain members of the Union in good standing by payment of the regular monthly dues to the Union.
- (b) Newly hired employees who are within the negotiations unit will be informed by their respective shop steward that they have the opportunity to join the Union or pay to the Union a representation fee in lieu of dues.

Section 2. The Employer agrees to deduct from the wages of employees, by means of a check-off, the dues uniformly required by the Union. The Employer, after receipt of a written authorization from an individual employee, agrees to deduct from the salary of said employees monthly dues and initiation fees. Such deductions shall be made from the first salary paid during the month. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and the proper amount of initiation fee. A list of employees for whom deductions are being made will be provided to the Chief Steward at least annually.

Section 3. If an employee chooses not to become a member of the Union, then he or she will be required to pay a representation fee in lieu of dues to the Union. The purpose of this fee will be to offset the employee's cost of services rendered by the Union as majority representative. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of the regular membership dues charged by the Union to its own members as permitted by N.J.S.A. 34:13A-5.5 through 5.8, and as that law may be amended.

Section 4. The Union agrees to hold the County harmless from any action taken by the County pursuant to the provisions of this Article.

ARTICLE 3
SHOP STEWARDS

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

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

Section 3. Except for handling grievance matters, Stewards will not be allowed to transact any Union business on County time. Stewards shall not be paid for time spent in grievance meetings when such meetings are not scheduled during normal work hours.

Section 4. An authorized representative of the Union may have access to negotiations unit members, but shall not interfere with employees or cause them to neglect their work.

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

Section 6. The Union shall be allocated forty (40) hours of paid leave per year for authorized Union business. Leave pursuant to this provision shall be granted upon written authorization submitted by the Union to the Director of the Department of Public Works and Engineering ("Director"), indicating the name or names of the individuals requiring leave and when their absence will be required. In order to facilitate scheduling, at least one (1) week

advance notice of the use of leave time shall be provided.

Section 7. The Chief Steward shall be provided with a copy of any disciplinary action filed against a negotiations unit member, unless the affected member specifically requests otherwise.

Section 8. The Union may hold bi-monthly meetings starting at 2:00 P.M., with specific meeting dates to be proposed by the Union at least two (2) weeks in advance and approved by management, with said approval not to be unreasonably denied.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. It is recognized that the County has and retains the right and responsibility to direct the affairs of the departments covered by this Agreement in all aspects.

Section 2. Among the rights retained by the County are its right to direct the work force; to plan, direct and control all the operations and services of the departments covered in this Agreement; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to use supervisory employees for any unit work; to set minimum salaries for covered titles, provided that such minimums shall be first disclosed to the Union prior to implementation, and provided further that no employee in an affected title shall be paid less than any newly established minimum; to contract or subcontract out services; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

Section 3. The above-noted management rights are not exclusive and shall in no way be deemed to exclude any other management right not specifically set forth but that may be reasonably exercisable by the Employer.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a claim by an employee that he or she has been harmed by an interpretation or application of this Agreement.

Section 2. To be considered under this procedure, a grievance must be initiated within five (5) working days from the time when the cause for the grievance occurred.

Section 3. The following procedures shall be the sole means of obtaining adjustment of a grievance. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit a grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeals of the decision and an acceptance of that decision.

STEP 1:

A grievance, when it first arises, shall be taken up between the employee, a Steward, and his or her immediate supervisor. The immediate supervisor shall give an oral or a written decision on the grievance within five (5) working days thereafter.

STEP 2:

If the grievance is not resolved at Step 1, it shall be reduced to writing and served by the Steward upon the immediate Division or Department Head not later than three (3) working days after the answer in Step 1 was given or due. The immediate Division or Department Head may elect to meet with a representative of the Union within five (5) working days after receipt of such written grievance. A written decision shall be given to the Union not later than ten (10) working days after it is received, unless that time is mutually extended in writing.

STEP 3:

If the grievance is not resolved at Step 2, it shall be reduced to writing and served by the Steward upon the Director or designee not later than ten (10) working days after the answer in Step 2 was given or due. The Director or designee may elect to meet with a representative of the Union within five (5) working days after receipt of such written grievance. A written decision shall be given to the Union not later than ten (10) working days after it is received, unless that time is mutually extended in writing.

STEP 4:

In the event the grievance is not resolved at Step 3, then the employee may elect

to proceed through the New Jersey Civil Service Commission ("Civil Service Commission"), where applicable, or the Union may elect to request arbitration under this Step. However, upon selection of either the Commission or arbitration under this Step, the choice becomes exclusive in nature and the employee cannot at a later time use another procedure to settle the grievance. If arbitration is selected, then not later than ten (10) working days after the decision at Step 3 was given or due, either party may request the Public Employment Relations Commission ("PERC") to aid the selection of an Arbitrator according to its rules.

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

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

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

ARTICLE 6
SALARY

Section 1. Effective January 1, 2015, the minimum starting salary for Assistant Supervisor shall be \$50,000 and for Supervisor \$55,000. The remainder of Section 1 (as set forth in the April 2013 MOA, attached hereto as Appendix A) shall also be implemented for 2016 and 2017 as well, but shall not survive the expiration date of the Agreement. Effective January 1, 2015, the minimum starting salary for an Assistant Supervising Equipment Operator shall be \$46,000 and Supervising Equipment Operator shall be \$48,000 and shall not increase during the term of this Agreement. Employees who receive increases to their salaries as a result of the minimum starting salary increase under this Section shall not be also be entitled to the annual base pay increase provided for elsewhere in this Article, and shall instead receive whichever is greater for that particular year.

Section 2. All employees in the negotiations unit as of December 31, 2013 shall receive a 2.00% increase to base pay, effective January 1, 2014.

Section 3. All employees in the negotiations unit as of December 31, 2014 shall receive a 2.75% increase to base pay, effective January 1, 2015.

Section 4. All employees in the negotiations unit as of December 31, 2015 shall receive a 2.75% increase to base pay, effective January 1, 2016.

Section 5. All employees in the negotiations unit as of December 31, 2016 shall receive a 2.75% increase to base pay, effective January 1, 2017.

Section 6. Additionally, in recognition of the unique and specialized duties of the members of this negotiations unit, which require employees to at times perform their work in extremely challenging conditions, there shall be an additional increase of \$500 in base pay to each negotiations unit member on each January 1 of the final three years of the Agreement,

which shall be implemented before the annual base pay percentage increase. This annual increase shall not survive the expiration date of this Agreement.

Section 7. Effective January 1, 2016, employees who were assigned to the Monmouth County Reclamation Center (“MCRC”) as of December 31, 2015 as a regular duty post, during the time of such assignment, shall receive an annual hazardous duty pay differential which shall be \$1,000 above their annual base salary. Employees assigned to the MCRC as a regular duty post on or after January 1, 2016, during the time of such assignment, shall receive an annual hazardous duty pay differential which shall be \$2,000 above their annual base salary. This pay differential shall not be in addition to, but instead shall replace any pay differential that the employee may have received while a member of another negotiations unit. The hazardous duty pay differential shall not be a cumulative adjustment and will be removed at such time as the assignment to the MCRC ends.

Section 8. Employees must have been on the payroll as of December 10, 2015 to be eligible for any retroactive salary payments.

Section 9. All promotional salary increases will be three percent (3.00%) or the minimum for the new title, whichever is greater.

Section 10. For 2014-2015, employees who hold and use a master plumber license, master electrician license or Freon license shall receive an additional \$2,500.00 per year. Employees who hold and use an ETEP, diesel emissions, pesticide, HPL, Black Seal, Certified Tree Expert or Inspector license shall receive an annual stipend of five hundred dollars (\$500.00) for each license per year. All stipends will be paid as they are earned and not in a lump sum at the end of each year.

Section 11. Starting in 2016, all stipends will be paid as set forth in Appendix B.

Section 12. Effective January 1, 2016, County is permitted to permanently change the pay cycle so that an employee's annual salary will be paid in 24 bi-monthly installments, rather than the current 26 or 27 bi-weekly installments. The County shall be permitted to 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.

ARTICLE 7
OUT OF TITLE PAY

Section 1. A negotiations unit employee who is authorized by the Employer to perform the functions of a General Supervisor shall receive additional compensation equal to three percent (3.00%) of base pay or the minimum rate for the higher-level position, whichever is greater. This additional compensation shall be paid provided the employee is authorized to assume these duties and performs them for a period of five (5) days or more. Once an employee works the five (5) days, he or she will receive compensation at the higher rate for the total hours worked.

ARTICLE 8 **UNIFORMS**

Section 1. Each year, the County will provide each employee with five (5) short sleeve shirts and five (5) long sleeve shirts with the County logo. Should an employee damage a shirt it is his or her responsibility to replace it. In addition, the County will provide each employee with a pair of OSHA-compliant footwear on an as-needed basis, but at least one (1) pair per year. It is the employee's sole responsibility to purchase any other necessary clothing and to maintain that clothing while employed by the County.

On or before January 1, 2017, the County will provide employees with a full uniform and a uniform maintenance service, with exact provisions and start date to be determined by management following consultation with the Union.

Section 2. The County reserves the right to modify its practices on reasonable notice to the Union and upon further consultation with the Uniform Committee established by Article 15 of this Agreement.

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

Section 4. Dress Code: All County employees are representatives of the County and the Board of Chosen Freeholders. As such, all clothing shall be clean and presentable when an employee reports for work. If extremely dirty or oily work is anticipated, appropriate coveralls or protective clothing shall be worn. In general, solid colored long pants, blue dickies or jeans are to be worn unless otherwise directed by the employee's unit supervisor. Solid colored shirts, jackets, coats or tee shirts are acceptable and logo shirts, when supplied by the County, are to be worn unless otherwise directed by management. All shirts, jackets and outerwear must be

appropriate for County employees. No objectionable graphics, sayings, obscene language or other inappropriate signs or symbols will be tolerated. Footwear issued by the County shall be OSHA-approved and worn during work hours. Other safety equipment such as hard hats, Tyvek suits, rain gear, heavy duty coveralls or bib overalls, and so forth will be supplied by the County through individual unit supervisors or management.

ARTICLE 9
SENIORITY

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

Section 2. Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation schedule where ability to perform work is equal, as determined by the Employer.

Section 3. The Employer shall endeavor to post all notices of job vacancies and newly created positions in all work locations for three (3) working days prior to filling such vacancies or positions. A copy of all job postings shall be provided to the Chief Steward. The filling of such vacancies and positions shall be subject to Civil Service Commission regulations. Each interested employee shall be interviewed by the Director, or a designee, and if not selected to fill the vacancy or position will be given the reason for that decision.

Section 4. The County shall maintain a seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to the Union upon reasonable request.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 1. The normal workweek shall consist of forty (40) hours or five (5) eight (8) hour days, as assigned. The Employer will endeavor to give reasonable prior notice of shift changes whenever possible.

Section 2. Employees shall receive time and one-half (1 and ½) pay for all 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, 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. Employees shall be compensated at one and one-half (1 and ½) times their regular hourly rate of pay for work performed on Saturdays [or sixth day of work] or Sundays [or seventh day of work].

Section 3. An employee called to work prior to the start of his or her 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. If an employee is called back to work after the completion of a normal work shift, he or she shall be paid a minimum of two (2) hours pay at the overtime rate, which shall be increased to three (3) hours pay at the overtime rate effective January 1, 2016.

Section 4. All employees are expected to perform a reasonable amount of overtime. The Employer shall be the sole judge as to the need for overtime.

ARTICLE 11
HOLIDAYS

Section 1. The following days are recognized paid holidays: 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, Veterans Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. To be eligible for holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday, unless that day is an excused absence with pay or there are extenuating circumstances stated in writing and subject to the Employer's approval.

Section 2. Employees recalled to work duty on any of the above holidays shall be paid at the rate of one and one-half (1 and ½) times the employee's regular rate for each hour worked. Employees assigned to twenty-four (24) hours per day, seven (7) days per week operations and those who may be scheduled for a work week of any five (5) eight (8) hour days within a week shall be paid at two and one-half (2 and ½) times the employee's regular salary, which shall include eight (8) hours pay for the regular shift assignment plus a premium of one and one-half (1 and ½) times the regular straight time rate for each hour worked. The provisions of this Section shall apply only to those holidays listed in Section 1 and shall not apply to those days on which other County employees are released from work early because of bad weather or other emergency.

Section 3. If a holiday falls on a Saturday, it will be celebrated and compensated on the Friday preceding the holiday. If a holiday falls on a Sunday, it will be celebrated and compensated on the Monday following the holiday.

Section 4. If a holiday falls within the vacation period of an employee, he or she shall receive an additional vacation day to be scheduled at the Employer's discretion.

Section 5. On days when the Employer closes all County 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 9:00 a.m. until 4:30 p.m., any negotiations unit employee working during the closure will receive two (2) times his or her regular wage for all hours actually worked.
- (b) If all County offices are closed after 9:00 a.m., or for less than a full day, each negotiations unit employee working on that day will be paid two (2) times his or her regular wage rate for all hours actually worked between the time of closure and 4:30 p.m., 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.
- (c) This section shall not apply if less than all County offices are closed.

ARTICLE 12
VACATIONS

Section 1. The Employer will grant to all negotiations unit employees vacation with pay in accordance with the following schedule:

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

Section 2. Effective 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 3. Vacations shall be taken between January 1st and December 31st inclusive. Vacation schedules will be posted the first week of November and the first week of January for employees to schedule vacations in five (5) day increments and according to seniority for the succeeding half-year. The posting shall be removed after two (2) weeks. Those not selecting a vacation from the seniority selection, or who have days remaining after making their seniority selection, can request vacation time during the year on a non-seniority basis, subject to Employer approval and provided that the request is made in writing at least two (2) weeks prior to the time

requested. The Employer's decision to approve or deny non-seniority vacations is not subject to the Grievance Procedure.

Section 4. For extraordinary reasons only, an employee may carry over up to five (5) vacation days into a succeeding year with the approval of the County Administrator. A written request to carry over vacation must be submitted by September 1st of the preceding year. If approval is not received from the County Administrator by October 1st, then the request shall be deemed denied, and the employee must then immediately schedule the remainder of his or her vacation for the current year. Any postponed vacation must be scheduled for use and used by April 1st of the succeeding year.

ARTICLE 13
LEAVES

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

1. 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.

Unused sick leave accumulates from year to year.

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

Effective January 1, 2016, if any full-time employee uses no sick time in any given calendar year, that employee will receive one (1) additional personal day in the following calendar year. Any usage of sick leave during a day, even if the employee is not out of work for the full day, shall be counted as a sick day for calculating eligibility for this benefit.

Section 2. Personal Days. An employee is entitled to three (3) days leave per year for the transaction of personal business upon prior written notice and approval of the Employer. Such leave does not accumulate from year to year. Approval of personal leave shall not be unreasonably withheld, however, such days may be withheld on the day before or the day following any paid holiday or vacation day, except in extenuating circumstances.

Section 3. Bereavement Days. Employees shall be granted five (5) days off with pay in

the event of the death of a parent, step-parent, spouse, sibling (effective January 1, 2016), civil union or domestic partner, child or step-child. Employees shall be granted three (3) days off with pay in the event of the death of a parent-in-law, sibling (until January 1, 2016), grandparent, grandchild or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

Section 4. Jury Duty. An employee shall be given time off without loss of pay when performing jury duty; or when summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless it is as a party to the litigation in a matter unrelated to the employee's capacity as an employee or officer of the agency. A copy of the subpoena or order to appear must be furnished to the Employer prior to the absence.

Employees serving on jury duty shall be entitled to receive from the County their usual compensation for each day of jury service, however, any compensation received by an employee while receiving full pay from the County while on jury duty shall be endorsed by the employee to the County Treasurer, as required by N.J.S.A. 2B:20-16.

Section 5. Supplemental Compensation. Upon the death of an employee, the County shall pay supplemental compensation to the employee's estate in the amount of one-half (1/2) of the employee's earned and unused accumulated sick leave, based upon the average annual compensation received during the last year of employment prior to the date of death, but not to exceed \$15,000 or such higher amount as the County may hereafter adopt by resolution.

ARTICLE 14
HEALTH BENEFITS

Section 1. The County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which under no circumstances shall be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be 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 County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium costs for which the employee shall be responsible shall under no circumstances be less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

Section 3. The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders and attached hereto as Appendix C, 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.

Section 4. 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 as that law may be amended), 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 5. The parties agree that if there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the County may test that person. Any such test will be conducted in accordance with the specimen collection policy procedures set forth in the Commercial Driver's License ("CDL") substance abuse testing policy as adopted by the County by formal resolution.

Section 6. Negotiations unit members, and 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 they 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:

<u>Non-Mail Order</u>	
Retail (brand)	\$20.00 (current \$20.00)
Generics	\$10.00 (current \$5.00)

<u>90 days Mail Order</u>	
Retail (brand)	\$15.00 (current \$15.00)
Generics	\$5.00 (current \$0.00)

Section 7. Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. If a full-time employee's schedule is reduced to less than thirty (30) hours weekly, his or her health benefits shall be suspended, except where contrary to law. Temporary employees are not eligible for health benefit coverage.

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 Appendix D and is incorporated herein.

ARTICLE 15
COMMITTEES

Section 1. A joint Union and County Safety and Health Committee shall be established to review safety and health issues affecting employees within the negotiations unit. Each party shall designate up to four (4) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall also include the expected agenda.

Section 2. A joint Union and County Uniform Committee shall be established to review uniform issues affecting employees within the negotiations unit. Each party shall designate four (4) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall also include the expected agenda.

ARTICLE 16
GENERAL

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

Section 2. A CDL is required for the performance of certain job functions identified by the Employer. All employees in such classifications shall be required to obtain a CDL. The County shall pay the license and/or renewal cost.

ARTICLE 17
FULL BARGAIN PROVISION

Section 1. This Agreement represents and incorporates the complete and final understanding of statements by the parties on all issues that are subject to and could have been subject to negotiation.

Section 2. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties when they negotiated or signed this Agreement.

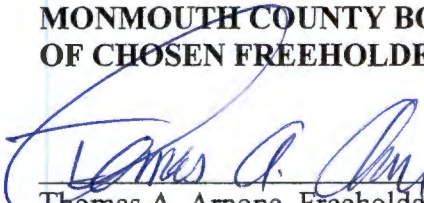
ARTICLE 18
DURATION

This Agreement shall be effective January 1, 2014 and shall continue in force and effect until December 31, 2017.

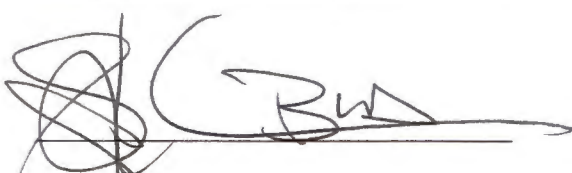
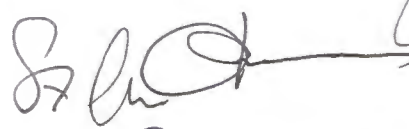
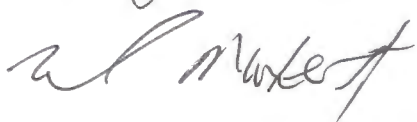
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representative this 6th day of June, 2018.

**MONMOUTH COUNTY BOARD
OF CHOSEN FREEHOLDERS**

IFPTE LOCAL 196


Thomas A. Arnone, Freeholder Director


Teri O'Connor, County Administrator


Baron Kinney



APPENDIX A

MEMORANDUM OF AGREEMENT

THE COUNTY OF MONMOUTH

-AND-

**THE INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 196
(MONMOUTH COUNTY SUPERVISORS ASSOCIATION)**

Whereas, the County of Monmouth ("County") and the International Federation of Professional and Technical Engineers, Local 196 (Monmouth County Supervisors Association) ("Union") have conducted collective negotiations for a successor to the existing Collective Negotiations Agreement ("Agreement") between the parties, which expired on December 31, 2011; and,

Whereas, the parties have reached a tentative agreement on all issues which were the subject of negotiations as set forth in this Memorandum of Agreement ("Memorandum"); and,

Now, therefore, the parties agree to amend the existing Agreement as follows, all such amendments to become effective as of January 1, 2012 unless stated otherwise herein:

1. Recognition (Article 1): Revise to remove obsolete title of Chief Bridge Operator. Add titles to include supervisors at the Reclamation Center and Mail Room provided a majority of affected supervisors sign card checks (or an equivalent) indicating desire to join the Union.

2. Salary (Article 6): Effective and retroactive to the first full payroll of January 1, 2012, employees employed on or before the last payroll period of 2011, shall receive a wage increase of 2.00% over 2011 wage levels. Effective the first full payroll of January 1, 2013, employees employed on or before the last payroll period of 2012, shall receive a wage increase of 1.75% over 2012 wage levels.

Employees must have been on the active payroll on October 31, 2012 to be eligible for any retroactive salary. Once the Board of Freeholders approves this Memorandum, the parties shall meet in good faith to incorporate it into a successor collective negotiations agreement. Retroactive pay shall be paid to eligible employees within 30 days after all parties sign the successor collective negotiations agreement.

Amend Section 1 to provide that effective January 1, 2012, the minimum starting salary for Assistant Supervisor and Supervisor shall be increased by \$1,000 per year for each year of the Agreement (2012 and 2013). This provision shall not survive the expiration date of the Agreement.

Add provision providing that promotional salary increases will be three percent (3%) or the minimum for the new title, whichever is greater. Employees currently serving as acting general supervisors shall be grandfathered from this provision and if promoted to general supervisors during the term of this Agreement will still receive 6%.

Add Freon license to stipends available pursuant to Section 6, starting in 2013. Add Black Seal, Certified Tree Expert and Inspector to stipends available pursuant to Section 7, starting in 2013. Add provision clarifying that all stipends will be paid as they are earned, rather than in a lump sum at the end of a year.

3. Out of Title Pay (Article 7): Amend the premium for performing out of title work from six percent (6%) to three percent (3%) or minimum rate, whichever is higher, and require a minimum of five (5) days of performing out of title work before this provision is applicable (increased from one (1) day).

4. Hours of Work & Overtime (Article 10): Amend Section 2 to provide that all employees shall be compensated at one and one-half times the regular hourly rate of pay for work performed on Sundays [or seventh day of work] (reduced from two times the regular hourly rate).

5. Holidays (Article 11): Amend Section 1 to eliminate Lincoln's Birthday and add Day after Thanksgiving in accordance with previously executed sidebar agreement.

6. Leaves (Article 13): Amend Section 3 to add civil union partner/domestic partner list of family members entitled to five (5) days of bereavement leave.

Amend Section 4 to remove obsolete language stating "[i]t is understood that employees will be permitted to keep any fee or expense paid by the court while serving on jury duty."

7. Health Benefits (Article 14): The existing Article shall be replaced with the following language, except where it is noted that a section is unchanged:

Section 1. It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement. Employees shall pay the amount required by current New Jersey law as a contribution towards the County's cost of providing this plan, which under no circumstances shall be less than 1.5% of base salary. The parties agree that should an employee voluntarily waive all coverage under the County's health plan, and provide proof of coverage from a source other than the County, the County will waive the required contribution for the employee. Such employee contributions shall be 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 County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The portion of the premium costs for which the employee shall be responsible shall under no circumstances be less than 1.5% of the employee's annual base salary or any greater amount required by New Jersey law. The 1.5% contribution 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 3. The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders and attached hereto as an appendix, 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.

Section 4. 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 5. UNCHANGED.

Section 6. 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, or January 1, 2013, whichever comes later. 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 \$15)
Generics	\$10.00 (current \$5)

90 days Mail Order

Retail (brand)	\$15.00 (current \$10)
Generics	\$5.00 (current \$0)

Section 7. Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. If a full-time employee's schedule is reduced to less than thirty (30) hours weekly, that employee's health benefits shall be suspended, except where contrary to law. Temporary employees are not eligible for health benefit coverage.

8. General (to be renamed Equal Treatment) (Article 16): Replace Section 1 with the following language:

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 or union activity, in compliance with all applicable federal and state statutes, rules, and regulations.

9. Duration of the Agreement (Article 18): The Agreement shall have a term from January 1, 2012 through December 31, 2013.

10. Continuation: Except as modified by this Memorandum, all provisions of the existing Agreement shall continue in full force and effect.

11. Ratification: This Memorandum is subject to ratification by the Monmouth County Board of Chosen Freeholders and the membership of IFPTE 196. If applicable, both negotiation teams agree to affirmatively recommend the ratification of this Memorandum.


In Witness Whereof, the parties have executed this Memorandum of Understanding by their duly authorized officers.

For the Union:



Dated: 4/29 2013

For the County of Monmouth:



Dated: 5/10 2013

APPENDIX B

APPENDIX B
STIPENDS EFFECTIVE JANUARY 1, 2016

1. Master Plumber: \$2,500
2. Master Electrician: \$2,500
3. Master HVAC: \$2,500
4. ETEP or Diesel Emissions (employees are only eligible for one stipend regardless of whether they hold more than one such certification): \$500
5. Freon: \$500
6. Black Seal/LPL/HPL (employees are only eligible for one stipend regardless of whether they hold more than one such certification): \$500
7. Certified Tree Expert: \$500
8. Pesticide Applicator: \$500
9. Class A CDL License: \$250
10. Hazmat Endorsement: \$250
11. Tank Endorsement: \$250
12. Heavy Duty Towing and Vehicle Recovery: \$250
13. ASE Certificate: \$150
14. Welding Certification: \$250
15. Boating License: \$125

All employees shall be required to hold the appropriate licenses and/or certifications at all times to be eligible for any stipend. Moreover, the employer shall have the exclusive right to determine the number of licenses and/or certifications it assigns and uses.

APPENDIX C

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
résolution and moved its adoption:

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

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

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

WHEREAS, the Monmouth County Board of Chosen Freeholders has determined that based upon service as of June 30, 1994, it shall be determined when an employee opts to retire with twenty five (25) or more years of service in a state recognized pension system or with twenty five (25) or more years of continuous service with Monmouth County, whether such person may at his/her

discretion, choose either the Self-Funded Indemnity Plan or the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost or whether such person can only choose the Self-Funded Point-of-Service Plan as their health benefit retirement plan at no cost.

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

P2

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

P3

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

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

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

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

APPENDIX D

HEALTH CARE AGREEMENT

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

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

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

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

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

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

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

HEALTH CARE PLAN MODIFICATIONS

1. The County may increase OOP (Out of Pocket) maximums for out-of-network treatment as follows: Family OOP maximums may be increased from \$5,000 per year to no more than \$10,000 per year. Single OOP maximums may be increased from \$2,500 per year to no more than \$5,000 per year.

2. The County may increase the co-payment for utilizing emergency room services from \$25 per visit to no greater than \$100 per visit. The existing policy of waiving the co-payment when an ER visit results in admission to a hospital shall remain in force.

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

PHARMACY PLAN MODIFICATIONS

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

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

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

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