

AGREEMENT

BETWEEN

THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS

-and-

**THE COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1075**

[SPECIAL CITIZENS AREA TRANSPORTATION (“SCAT”) UNIT]

January 1, 2018 through December 31, 2021

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PREAMBLE

This Agreement (“Agreement”) is by and between the Monmouth County Board of County Commissioners (“Employer” or “County”) and CWA Local 1075 (“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 intent of this Agreement to provide, where not otherwise mandated by law, for the salary structure, fringe benefits and employment conditions of employees covered by this Agreement, to prevent interruptions of work, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County 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 full-time employees and those benefits-eligible part-time employees working for the Special Citizens Area Transportation (“SCAT”) service of the County’s Division of Transportation (“Division”) in the following titles, including variants and senior variants on said titles:

- 1) **Clerk I and II**
- 2) **Keyboarding Clerk I and II**
- 3) **Motor Vehicle Operator Elderly and Handicapped Persons (“Operator”)**

Mechanics, confidential employees, managerial executives, police, professional and supervisory employees are excluded from the negotiations unit.

ARTICLE 2
UNION SECURITY

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

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

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

Section 3. The Union agrees to hold the County harmless from any action taken by the County under the provisions of this Article.

Section 4. The parties recognize that the Workplace Democracy Enhancement Act ("WDEA"), P.L. 2018, c. 15, governs certain areas of their relationship. The parties agree to comply with their mutual obligations under the WDEA to the extent applicable, and as they may be modified by further legislative enactments or rulings of courts or administrative bodies having jurisdiction over the statute's interpretation. See Article 2 (Appendix) on pages 4-7 of this Agreement for the provisions of the WDEA. An agreement between the parties regarding Union orientation sessions for new negotiations unit members is attached hereto as Appendix A.

ARTICLE 2 (APPENDIX)
WORKPLACE DEMOCRACY ENHANCEMENT ACT, P.L. 2018, c. 15

An Act concerning public employment relations, supplementing P.L.1941, c.100 (C.34:13A-1 et seq.), and amending P.L.1967, c.310.

BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey:*

C.34:13A-5.11 Short title.

1. This act shall be known and may be cited as the “Workplace Democracy Enhancement Act.”

C.34:13A-5.12 Findings, declarations relative to public employment relations.

2. The Legislature finds and declares that collective negotiations promote labor stability in the public sector and enhance the delivery and avoid the disruption of public services. The Legislature further declares that it is in the public interest to ensure that any employee organization that has been designated as the exclusive representatives of employees in a collective negotiations unit is able to effectively carry out its statutory duties by having access to and being able to communicate with the employees it represents.

C.34:13A-5.13 Access to members of negotiations units.

3. a. Public employers shall provide to exclusive representative employee organizations access to members of the negotiations units.

- b. Access includes, but is not limited to, the following:

- (1) the right to meet with individual employees on the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;

- (2) the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer’s premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and

- (3) the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.

- c. Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an Excel file format or other format agreed to by the exclusive representative employee organization: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the public employer, date of hire, and work email address and any personal email address on file with the public employer. Every 120 calendar days beginning on January 1

following the effective date of this act, public employers shall provide exclusive representative employee organizations, in an Excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the public employer.

d. The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).

e. Exclusive representative employee organizations shall have the right to use the email systems of public employers to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.

f. Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

g. Upon the request of an exclusive representative employee organization, a public employer shall negotiate in good faith over contractual provisions to memorialize the parties' agreement to implement the provisions of subsections a. through f. of this section. Negotiations shall commence within 10 calendar days from the date of a request by the employee organization, even if a collective negotiations agreement is in effect on the effective date of this act. Agreements between a public employer and an exclusive representative employee organization implementing subsections a. through f. of this section shall be incorporated into the parties' collective negotiations agreement and shall be enforceable through the parties' grievance procedure, which shall include binding arbitration. The requirements set forth in subsections a. through f. of this section establish the minimum requirements for access to and communication with negotiations unit employees by an exclusive representative employee organization.

h. If the parties are unable to reach agreement within 30 calendar days from the commencement of negotiations regarding access to and communications with negotiations unit members, the exclusive employee organization or the public employer may file a petition with the Public Employment Relations Commission to resolve the negotiations dispute. Upon receipt of a petition, the commission shall appoint an arbitrator, who shall issue a binding award resolving the parties' negotiations disputes consistent with subsections a. through f. of this section. The commission shall establish a panel of arbitrators to resolve negotiations pursuant to this section and shall promulgate rules to implement this section.

i. For the purposes of this section, "exclusive representative employee organization" means an employee organization which has been designated as the exclusive representatives of employees in a

collective negotiations unit.

C.34:13A-5.14 Certain actions of public employer relative to negotiations unit members prohibited.

4. a. A public employer shall not encourage negotiations unit members to resign or relinquish membership in an exclusive representative employee organization and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to an exclusive representative employee organization.

b. A public employer shall not encourage or discourage an employee from joining, forming or assisting an employee organization.

c. A public employer that violates any provision of subsection a. or b. of this section shall be regarded as having engaged in an unfair practice in violation of subsection a. of section 1 of P.L.1974, c.123 (C.34:13A-5.4), and, upon a finding that the violation has occurred, the Public Employment Relations Commission, in addition to implementing any other remedies authorized by that section, shall order the public employer to make whole the exclusive representative employee organization for any losses suffered by the organization as a result of the public employer's unlawful conduct and any other remedial relief deemed appropriate.

C.34:13A-5.15 Inclusion in negotiations unit.

5. a. All regular full-time and part-time employees of the public employer who perform negotiations unit work shall be included in the negotiations unit represented by the exclusive representative employee organization.

b. Negotiations unit work means work that is performed by any employees who are included in a negotiations unit represented by an exclusive representative employee organization without regard to job title, job classification or number of hours worked, except that employees who are confidential employees or managerial executives, as those terms are defined by section 1 of P.L.1941, c.100 (C.34:13A-3), or elected officials, members of boards and commissions, or casual employees, may be excluded from the negotiations unit. Casual employees are employees who work an average of fewer than four hours per week over a period of 90 calendar days.

c. Employees who are performing negotiations unit work and who are not included in a negotiations unit because they did not meet the threshold of hours or percent of time worked as set forth in a certification of representative, recognition clause or other provision in a collective negotiations agreement, shall be included in the negotiations unit by operation of this act, within 90 calendar days from the effective date of this act.

d. The Public Employment Relations Commission shall promulgate rules to implement this section, including rules to resolve disputes over the inclusion of employees performing negotiations unit work in the appropriate negotiations unit. The rules promulgated by the commission shall provide for the resolution of disputes that arise under this section, within 60 calendar days from the submission of the dispute to the commission by either the exclusive representative employee organization or the public employer.

6. Section 1 of P.L.1967, c.310 (C.52:14-15.9e) is amended to read as follows:

C.52:14-15.9e Deduction from compensation to pay dues to certain employee organizations.

1. Whenever any person holding employment, whose compensation is paid by this State or by any county, municipality, board of education or authority in this State, or by any board, body, agency or commission thereof shall indicate in writing, including by electronic communications, and which writing or communication may be evidenced by the electronic signature of the employee, as the term electronic signature is defined in section 2 of P.L.2001, c.116 (C.12A:12-2), to the proper disbursing officer his desire to have any deductions made from his compensation, for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

Employees who have authorized the payroll deduction of fees to employee organizations may revoke such authorization by providing written notice to their public employer during the 10 days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the public employer shall provide notice to the employee organization of an employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30th day after the anniversary date of employment.

Nothing herein shall preclude a public employer and a duly certified majority representative from entering into a collectively negotiated written agreement which provides that employees included in the negotiating unit may only request deduction for the payment of dues to the duly certified majority representative. Such collectively negotiated agreement may include a provision that existing written authorizations for payment of dues to an employee organization other than the duly certified majority representative be terminated. Such collectively negotiated agreement may also include a provision specifying the effective date of a termination in deductions as of the July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the public employer's disbursing officer.

This authorization for negotiation of exclusive dues deduction provisions shall not apply to any negotiating unit which includes employees of any local school district or county college.

As used in this section, dues shall mean all moneys required to be paid by the employee as a condition of membership in an employee organization and any voluntary employee contribution to a committee or fund established by such organization, including but not limited to welfare funds, political action committees, charity funds, legal defense funds, educational funds, and funds for donations to schools, colleges, and universities.

7. This act shall take effect immediately.

Approved May 18, 2018.

ARTICLE 3
UNION BUSINESS/SHOP STEWARDS

Section 1. The Union may name up to two (2) Stewards and one (1) Chief Steward. The Union will provide written notification to the Employer of each Steward and the Chief Steward and shall notify the Employer of any changes in designation as they occur.

Section 2. The Chief Steward, or a Steward in the Chief Steward's absence, shall restrict his or her activities to the handling of grievances. He or she shall be allowed a reasonable amount of time for the handling of grievances, but only to such extent as does not neglect, retard or otherwise interfere with his or her work duties or 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. Such permission shall not be unreasonably withheld, consistent with the above provisions.

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

Section 4. An authorized representative of the Union may have access to SCAT facilities on application to the office of the Director of the Division of Transportation ("Director"). A Union representative 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.

ARTICLE 4
MANAGEMENT RIGHTS

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

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

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

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

Section 5. The assignment and re-assignment of drivers to garage sites or routes is exclusively a management right.

Section 6. Employees who are regularly assigned a SCAT vehicle are responsible for having that vehicle cleaned, at the County's expense, at least once per month. The Director shall

determine the location where and the manner in which vehicles are to be cleaned. Additionally, on a daily basis, each employee shall be responsible for performing safety and maintenance checks on the vehicle he or she will be operating for tires, fluids, and so forth, and is further responsible for ensuring that the vehicle's interior is clean and free of refuse. In the event professional cleaning is required because of the presence of a safety or health hazard such as a bodily fluid, management shall provide for such.

In the event of snow, each employee shall be responsible for keeping the vehicle he or she will be operating free of snow to the extent required to be in compliance with New Jersey law. The County shall provide the appropriate means to allow employees to safely accomplish this task.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. A “grievance” is defined as 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 in writing 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.

STEP 1. The grievance, when it first arises, shall be taken up between the employee, a Steward, and the employee’s 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 within three (3) working days thereafter. The grievance must state the specific provision of the Agreement brought into question and shall be served by a Steward upon the Director. Within five (5) working days thereafter, the grievance shall be discussed between the Director and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 3. If the grievance is not resolved at Step 2, the Union shall notify the Director of the Department of Human Services, who may meet with a representative of the Union within five (5) working days after receipt of such notice. A written decision shall be given to the Union within five (5) working days thereafter.

STEP 4. If the grievance is not resolved at Step 3, then the employee may proceed through the New Jersey Civil Service Commission (“Civil Service Commission”), or request arbitration under this Step. However, upon selection of either the Civil Service Commission or arbitration under this Step, the choice of the employee becomes exclusive in nature and the employee cannot at a later time use another procedure to settle the grievance. If arbitration is selected, then

within ten (10) working days of the decision at Step 3, the grieving party may request the New Jersey Public Employment Relations Commission (“PERC”) to aid the selection of an arbitrator according to its rules and regulations.

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. If the matter is not satisfactorily settled at the meeting, or within five (5) working days thereafter, the grievance may then be processed through Step 4 of the Grievance Procedure.

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

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

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

ARTICLE 6
SALARY

Section 1. There shall be a 2.5% increase in base salary for all employees in the negotiations unit effective January 1, 2018.

Section 2. There shall be a 2.5% increase in base salary for all employees in the negotiations unit effective January 1, 2019.

Section 3. There shall be a 2.5% increase in base salary for all employees in the negotiations unit effective January 1, 2020.

Section 4. There shall be a 2.5% increase in base salary for all employees in the negotiations unit effective January 1, 2021.

Section 5. Additionally, in recognition of the unique and specialized duties of the members of this negotiations unit, which requires employees to at times perform their work in extremely challenging conditions, there shall be an additional increase of \$800 in base pay to each negotiations unit member on January 1st of each year of the Agreement, which shall be implemented before the annual base pay percentage increase. This annual increase shall not survive the expiration date of this Agreement.

Section 6. Employees must be on the payroll as of the date a Memorandum of Agreement (“MOA”) accepting the terms set forth in this Article was ratified by the Union’s membership to be eligible for any retroactive salary payments. Retroactive pay shall be paid within sixty (60) days after the MOA is both ratified by the Union’s membership and adopted by the Board of County Commissioners.

Section 7. The starting/minimum salaries for all entry-level titles shall be increased by \$650.00 per year. Accordingly, as of January 1, 2018, the starting/minimum salary for a clerical employee shall be \$26,650 and the starting/minimum salary for an Operator shall be

\$29,650. Employees in such positions who receive an increase to their salaries as a result of these increased minimums shall not also be entitled to the annual \$800.00 base pay increase provided for in Section 5 of this Article. However, starting on January 1st following their first calendar year of employment, they shall be entitled to the annual salary increases to base pay as set forth in Sections 1 through 5 of this Article.

Section 7. Any employee who is designated by the Employer as a “back-up driver” shall receive an additional \$1,500 annually.

Section 8. An employee who is certified in a specific area and is assigned to conduct a training course to a group of employees shall be paid two (2) times his or her regular hourly rate for all hours of the training assignment.

Section 9. Should the Board of County Commissioners generally grant a longevity program to its unrepresented employees, negotiations will be re-opened on the application of such a longevity program to this negotiations unit. This provision shall not apply should the Board of County Commissioners grant a longevity plan where binding interest arbitration applies or if longevity is given in lieu of a base wage increase.

Section 10. Effective January 1, 2016, County is permitted to change the pay cycle so that an employee’s annual salary will be paid in 24 semi-monthly installments.

ARTICLE 7
SENIORITY/ROUTE BIDDING

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 in classification will be considered in transfers and reassignments in accordance with Civil Service Commission regulations, though the County shall have the final authority to reassign or transfer an employee as work load dictates. Seniority shall be given preference only in promotions, demotions, layoff, recall, and vacation scheduling when the ability to perform the work required is equal, as determined by the Director.

Section 3. An employee discharged while serving a provisional or temporary appointment, or released at the end of a working test period, shall not have recourse to the Grievance Procedure set forth in Article 5 of this Agreement and must instead utilize the Civil Service Commission's procedures to appeal the discharge or release.

Section 4. The Employer will post notices of job vacancies and newly created positions for a period of 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, and if not selected to fill the vacancy or position will be given the reason for that decision.

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

Section 6. The 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. If such a list is provided, the Union shall have forty-five (45) days thereafter to notify

the Employer of any written objections to the accuracy of the roster; and if such written objections are not so presented by the Union, then the roster shall be deemed accurate for all purposes under this Agreement.

Section 7. The County shall conduct yearly bidding on all full time routes, and shall bid any route that has been substantially changed.

ARTICLE 8
HOURS OF WORK & OVERTIME

Section 1. The normal work week of full-time employees shall be either forty (40) or thirty-five (35) hours [as presently assigned] on five (5) consecutive eight (8) or seven (7) hour days; the normal work week for all other employees shall be as assigned, with a minimum of twenty-five (25) hours weekly. Normal work days shall be Monday through Friday. The normal work week for full-time senior Operators shall remain at forty (40) hours, and for full-time Operators it shall be thirty-five (35) hours.

Section 2. All employees shall receive time and one half (1 and ½) pay for all hours worked in excess of forty (40) hours in any given week, provided that only actual hours worked, approved vacation time and approved personal time will be included in determining hours actually worked in a week. Sick leave will not count as hours worked for overtime purposes in accordance with the Fair Labor Standards Act. All employees shall be compensated at one and one-half (1 and ½) times the regular hourly rate of pay for work performed on Saturdays [or sixth day of work] and at two (2) times the regular hourly rate of pay for any work performed on Sundays [or seventh day of work].

Section 3. Employees called to work prior to the start of their normal work shift shall be paid overtime for any such time worked but such overtime payment shall not apply to any of the hours of the normal shift. Employees working a split assignment commencing after normal work hours or on a Saturday, Sunday or holiday shall be paid premium pay during the actual work time and straight time during the down time between.

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

agree that the Employer shall be the sole judge as to the necessity for overtime work.

Section 5. Overtime shall be distributed as equally as practicable among employees qualified and capable of performing the work available.

Section 6. In the event an employee is called back to work after the completion of a normal work shift, the employee shall be entitled to a minimum of two (2) hours pay at the overtime rate.

Section 7. Employees shall be granted no more than a fifteen (15) minute break in the morning and no more than a fifteen (15) minute break in the afternoon without loss of pay. The scheduling of breaks shall be the responsibility of the Director or designee. In the event that a break cannot be scheduled, then the affected employee shall receive pay for the missed break time.

Section 8. All employees will be granted a one (1) hour lunch, to be scheduled at the discretion of management.

ARTICLE 9
UNIFORMS

Section 1. The County shall set and establish a dress code for all drivers. All employees are responsible for the maintenance of their uniforms as established by the County.

Section 2. The County shall provide uniforms at the levels set by the Uniform Committee established by Article 16 of this Agreement, but reserves the right to modify its practices on reasonable notice to the Union and upon further consultation with the Uniform Committee.

Section 3. New employees will receive a full complement of uniforms upon the completion of ninety (90) days of employment, provided, however, that if an employee voluntarily separates from employment prior to serving a minimum of six (6) months, he or she must turn in all of his or her uniform items or have their cost deducted from his or her final pay.

ARTICLE 10 **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, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. To be eligible for holiday pay, the 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 who are 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, split assignments excepted. This Section shall apply only to those holidays listed in Section 1, above, 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 an employee's vacation period, he or she shall receive an additional vacation day to be scheduled at the Employer's discretion.

Section 5. On days when all County offices are closed because of weather 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 throughout the full shift.
- (b) If all County offices are closed after 9:00 a.m. or for less than a full day, each

negotiations unit employee working during the closure will be paid two (2) times his or her regular wage rate for all hours actually worked between the time the County offices are closed and 4:30 p.m. 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.
- (d) During any County-wide closure, daily wages to be paid those not working will be based upon their average hours worked the previous month.

ARTICLE 11 **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-third (1 and $\frac{2}{3}$) days per month.
- (e) Twenty-five (25) working days per year after twenty (20) years of service earned at the rate of two-and-one-twelfth (2 and $\frac{1}{12}$) days per month.

Section 2. Employees will be credited for a year of service in determining time served for their vacation time accrual no matter when during the year an employee began his or her employment. This will not apply retroactively to vacation leave entitlements under the prior practice for 2013 or earlier years.

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

Section 4. Vacations shall be taken between January 1st and December 31st inclusive, provided that supervisory employees will not be considered when determining how many employees may be on vacation at one time.

Section 5. Vacation schedules will be posted in the department on December 1st of the preceding year for employees to schedule their vacations according to seniority. The post shall

be removed by March 31st, or sooner if fully completed. No more than two (2) drivers and two (2) staff members may schedule their vacations at the same time unless the Director grants written authorization to do so. In the event two (2) or more drivers or two (2) or more staff members request the same vacation period, seniority shall be used to determine which employees will be approved for vacation. The parties agree to meet and negotiate the maximum number of drivers permitted for vacation leave should the County increase the overall number of drivers in the future.

Section 6. Vacations shall be taken in five (5) day increments except as otherwise agreed upon with the Employer.

ARTICLE 12

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. Any proof of illness shall be fully descriptive of the condition that required absence from work and must include a consent provision to provide an Employer-designated doctor the right to request and review supporting treating doctor records to verify the illness.

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, domestic or civil union partner, sibling, 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, 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. Employees shall be given time off without loss of pay when they are performing jury duty; 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 their capacity as an employee or officer of the agency; or when performing emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor of New Jersey or the President of the United States. 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 an employee's death, the County shall pay supplemental compensation to the employee's estate in the amount of one-half ($\frac{1}{2}$) 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 \$15,000.00 or such higher amount as the County may hereafter adopt by resolution.

ARTICLE 13
BULLETIN BOARD

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

Section 2. All such notices are to be presented to and reviewed by the Director prior to posting.

ARTICLE 14
HEALTH BENEFITS

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

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

Section 3. The provisions of Freeholder Resolution #94-267 shall continue to apply, and the County's traditional indemnity medical insurance program shall neither be offered nor available to employees hired on July 1, 1994 or thereafter. Freeholder Resolution #94-267 and a related sidebar agreement, dated March 26, 2007, are attached hereto as Appendix B and C to this Agreement, respectively.

Section 4. The County shall provide a dental allowance in the amount of \$600 per year per employee for the Union-sponsored dental plan. The Union shall provide the County with a

certified list of all employees who are actually enrolled in the plan as of December 31, 2012 and agrees that any further payments by the County into the dental plan after that date will require proof of an employee's actual enrollment in the plan.

Section 5. Part-time employees are eligible for health benefit coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly, except for those part-time employees hired by the County prior to March 1, 2016, who shall continue to receive health benefit coverage if they work, and receive, on a continuous basis, a salary based on a minimum of twenty (20) hours weekly. Temporary employees are not eligible for these benefits.

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

Section 7. The parties agree that if there is an individualized reasonable suspicion that an employee is using a controlled substance or alcohol, then the 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 8. Mandatory drug testing of employees shall be commenced if required as a condition of grant receipt by the Federal Government.

Section 9. 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 \$20.00)
Generics	\$10.00 (current \$5.00)

90 days Mail Order

Retail (brand)	\$15.00 (current \$15.00)
Generics	\$5.00 (current \$0.00)

Section 10. 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
SEPARATION, DISCHARGE AND DISCIPLINE

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

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

Section 3. Employees shall not, under any circumstances, accept gifts or other gratuities from SCAT clients. However, the established practice of receiving and handling anonymous donations and fares in sealed envelopes shall continue.

ARTICLE 16
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 two (2) members of the Committee. The Employer shall schedule a meeting of the Committee at the written request of either party, which shall include the expected agenda.

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

ARTICLE 17
GENERAL

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

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

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

Section 4. Employment Training and Orientation. Employee training is defined as actively showing a new or existing employee how to operate a vehicle system such as the lift, bus/van operation, driving, training or how to assist passengers. In such case, the trainer shall receive compensation at time and one-half (1 and ½) his or her regular rate while actively training. No additional compensation will be paid for employee orientation, which is defined as an employee riding with another employee to learn a route or how to access location(s).

Section 5. Office Staff Working as Drivers. On rare occasions, a properly licensed office employee may be asked to drive a route or part of a route, if no regular driver is available

or able to perform the needed work. An office employee working as a driver shall be entitled to the pay rate an employee hired during the same calendar year earns while performing these duties. If there were no such employees hired during that calendar year, the office employee shall be entitled to an average of the hourly rate from the closest year below and above the office employee. This rate will only apply to the time the individual actually is pre- and post-tripping the vehicle and driving the vehicle, and shall not be utilized for any hours worked before or after the driving assignment.

Section 6. Maintenance logs will be maintained in each vehicle at all times. Each driver shall be responsible for ensuring the vehicle maintenance log is present before commencing a run and shall sign the log at the end of each workday.

Section 7. Because a CDL is required for the performance of job functions of all drivers and mechanics, all such employees shall be required to obtain a CDL or be subject to removal. The County shall pay the cost of the license, including the cost of any renewal.

ARTICLE 18
FULL BARGAIN PROVISION

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

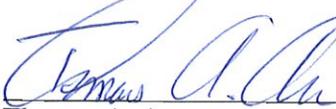
ARTICLE 19
DURATION

This Agreement shall be effective January 1, 2018 and shall continue in force and effect until December 31, 2021.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this ____ day of _____, 2021.

**MONMOUTH COUNTY BOARD
OF COUNTY COMMISSIONERS**

CWA LOCAL 1075



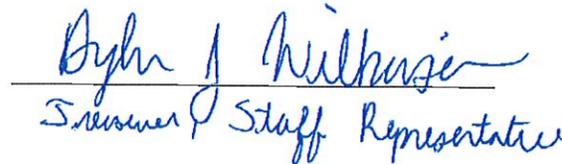
Thomas A. Arnone,
Director



Kevin P. Tauro
President



Teri O'Connor,
County Administrator



Bryan J. Wilkerson
Screener & Staff Representative

APPENDIX A

AGREEMENT

between

THE COUNTY OF MONMOUTH

-and-

CWA LOCAL 1075

This Agreement ("Agreement") is entered into this 29th day of September, 2021, and is by and between the County of Monmouth ("County") and CWA Local 1075 ("Union").

RECITALS

WHEREAS, the Union represents several negotiations units at the County, including (1) certain Blue Collar employees at the Department of Public Works and Engineering; (2) certain employees at the Division of Transportation (SCAT); (3) certain employees at the Mosquito Control Division; (4) certain employees of the Monmouth County Sheriff's Office, Division of Communications; and (5) certain employees of the Monmouth County Park System; and,

WHEREAS, a dispute has arisen regarding the implementation of certain provisions of the "Workplace Democracy Enhancement Act," P.L. 2018, c. 15, more specifically, N.J.S.A. 34:13A-5.13(b)(3), which provides that the Union has the right to promptly meet with newly hired employees to discuss Union-related matters during working hours; and,

WHEREAS, the Union has filed an action with the Public Employment Relations Commission ("PERC") under docket number WD-2020-001 seeking arbitration over this dispute; and,

WHEREAS, the parties have reached a resolution on a fair and reasonable procedure to allow for the requested Union meetings in a manner that does not unduly disrupt County operations, and wish to memorialize same in the Agreement.

NOW, THEREFORE, the County and Union agree as follows:

1. Monmouth County will allow CWA 1075 leadership the opportunity to meet with new hires who are covered by a CWA 1075 negotiations unit contract on the first full day of employment immediately following the new hire orientation day. The Union shall meet with these new hires at 2:15 P.M. for up to a 45 minute period. A copy of the 2021 orientation schedule is attached hereto as Exhibit A.
2. The newly hired employee will be given paid leave to attend the meeting, as will one (1) steward from each separate CWA 1075 negotiations unit that has a newly

hired employee participating in the meeting. The meeting shall be mandatory for all newly hired employees within a CWA 1075 negotiations unit.

3. If the Union chooses to meet at 2:15 P.M., and a newly hired employee and the Union wish to extend their discussions past 3:00 P.M., they may voluntarily do so but any such time shall be unpaid. The newly hired employee shall not be required to stay past 3:00 P.M. The County will ensure that the meeting location is available until at least 3:30 P.M. for the Union's use.
4. The meeting shall take place at the Public Works and Engineering conference room at 250 Center Street in Freehold or other mutually agreeable location. Newly hired employees shall be given adequate time to travel to Freehold for the meeting if they are not already on-site. The privacy of the meeting will be ensured by the County.
5. The meeting will be rescheduled only if both parties agree to same and it is for compelling reasons. Further, it must be rescheduled as soon as possible which shall not be later than five (5) business days except in an emergency situation.
6. Monmouth County agrees that newly hired employees shall not make any binding decision regarding their dental benefits until the Union has had the opportunity to discuss these issues with the newly hired employees at the meeting.
7. This Agreement shall be applicable to the CWA 1075 Blue Collar, SCAT, Mosquito Control and Police Communication Units. As the Monmouth County Park System and Union have reached a separate accommodation regarding Union meetings for new employees, this Agreement shall not be applicable to the CWA 1075 Park System Unit.
8. The parties agree to provide this Agreement to Arbitrator Robert Gifford and advise that this aspect of the dispute precipitating the Union's filing of WD-2020-001 has been fully and finally resolved (subject to implementation of its terms in good faith). The Arbitrator will retain jurisdiction over any remaining areas of dispute.
9. The parties agree that this settlement shall be non-precedential, is limited to specific, unique facts and circumstances, and is not intended to create a past practice nor shall it be binding with respect to any other County employee or negotiations unit.

For CWA Local 1075:

Kevin P. Taurio
Dated: 9-29-2021
C.W.A. 1075 Pres.

For the County of Monmouth:

Alvin Steven Kleinman
Dated: 9/29/21 Special County Counsel

APPENDIX B

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

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

P2

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

P3

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

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

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

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

the Self-Funded Indemnity Plan and the Self-Funded Point-of-Service Plan each year during the Open Enrollment period only.

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

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

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

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

I HERESY 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

[Handwritten Signature]

CLERK

APPENDIX C

**SIDEBAR AGREEMENT
BETWEEN
MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1034 (BRANCH 4)
(SPECIAL CITIZENS AND TRANSPORTATION)**

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

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

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

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

WHEREAS, to facilitate good labor relations;

IT IS HEREBY AGREED as follows:

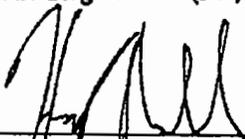
1. Should the County grant any other County bargaining unit with retirement health benefits in the future, it agrees to reopen contractual negotiations with the Union as to any and all of its bargaining units upon written notice from the Union;

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

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

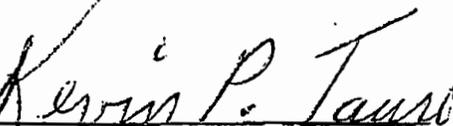
4/18/07

BY:



COUNTY OF MONMOUTH

BY:



CWA LOCAL 1034 (BRANCH 4)
(SPECIAL CITIZENS AND
TRANSPORTATION)

4-19-07

BY: _____

BY: _____

APPENDIX D

ATTACHMENT A – 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, 2016 so long as no such changes are implemented for Union employees until such time as they are simultaneously implemented for the County's non-represented employees;

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

HEALTH CARE PLAN MODIFICATIONS

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

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

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

PHARMACY PLAN MODIFICATIONS

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

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

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

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

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

For the Union:

Kevin P. Taurio
C.W.A. 1075 Pres.

For the County of Monmouth:

John Klempner
Special Const. Council

Michael O'Brien
Chief Street

Dated: 3-15, 2016

Dated: 3-17, 2016