AGREEMENT

BETWEEN

COUNTY OF MIDDLESEX

AND

MIDDLESEX COUNTY SHERIFF'S SUPERIOR OFFICERS ASSOCIATION

P.B.A. LOCAL 165A

January 1, 2017 – December 31, 2020

Mets Schiro & McGovern, LLP 555 U.S. Highway One South Suite 320 Iselin, NJ 08830 Attorneys for PBA Local 165 Apruzzese, McDermott, Mastro & Murphy, P.C. P.O. Box 112 25 Independence Boulevard Liberty Corner, NJ 07938 Attorneys for County of Middlesex



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THIS AGREEMENT made as of the 1st day of January, 2017 between the County of Middlesex, a Municipal Corporation by its Board of Chosen Freeholders (hereinafter known as the Employer or County), and the Middlesex County Sheriff's Superior Officers Association (hereinafter known as the Association), and the Sheriff of Middlesex County (hereinafter known as the Sheriff);

WHEREAS, the Association has been selected as the bargaining agent by the employees, hereinafter to be defined in accordance with Chapter 303 of the Laws of 1968, and said Association has been recognized as such by the Employer and by the Sheriff; and

WHEREAS, said Association has been in negotiations with the Employer and Sheriff pursuant to Chapter 303 of the Laws of 1968, and as a result of the negotiations carried on pursuant to Law;

NOW, THEREFORE, subject to Law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants, and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all affected employees



ARTICLE 1

RECOGNITION

The Association is hereby designated as the bargaining agent for all employees employed by the County in the Sheriff's Office in Transportation, Courts, Identification, Investigations, Communications, Process, and the Administrative Divisions in the following job titles:

Sheriff's Officer Sergeant

Sheriff's Officer Lieutenant

Sheriff's Officer Captain

Director of Narcotics

A. <u>Maintenance of Work Benefits</u>

This agreement shall not be construed to deprive any employee of any previously granted benefit, right, privilege or protection granted by the laws of the State of New Jersey, Resolutions, Ordinances or Promulgations of the County, Rules and Regulations of any State agency, Title 4A inclusive, or any applicable provision of the United States Constitution, or the Federal Fair Labor Standards Act of 1985.

ARTICLE 2

ASSOCIATION REPRESENTATIVES

The Association shall have the right to designate such members of the Association as it deems necessary as Association Representatives and they shall not be discriminated against due to their legitimate Association activities.

During collective negotiations, the Sheriff shall permit two members of the Association Negotiations

Committee to attend collective negotiation meetings during scheduled duty hours without loss of pay. The

parties recognize the right of the Sheriff to recall officers to duty in case of an emergency.

Regular, Special or Emergency Association Meetings: The Association Representative or his

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designee shall have their work schedule adjusted so as not to conflict with any regular, special or emergency meetings provided reasonable notice is given to the Employer.

The President of the Association or his designee shall be granted a leave of absence with pay for a period not to exceed seven (7) days, inclusive of travel time, to attend the mini and annual Policeman's Benevolent Association Conventions. A certificate of attendance to the Conventions shall, upon request, be submitted by the representatives so attending to the Sheriff or his/her duly designated representative.

ARTICLE 3

MAINTENANCE AND MODIFICATION OF WORK RULES

All conditions of employment relating to wages, hours of work, and general working conditions contained in the General Orders, Promulgations, and Rules and Regulations of the Office of the Sheriff, which are currently in effect, shall be maintained for the life of this Agreement.

Proposed new rules or modifications of existing rules affecting working conditions as set forth above and otherwise, which are not exclusively with in the discretion of management, shall be negotiated with the Association prior to implementation.

ARTICLE 4

RETENTION OF CIVIL RIGHTS

All employees covered by this Agreement shall retain all rights as set forth within the Constitution of the State of New Jersey and the Constitution of the United States.

ARTICLE 5

WAGES, HOURS OF WORK, PAY PERIOD

A. 1. Negotiated Wage Increase (NWI) – There shall be a Negotiated Wage Increase (NWI) of two percent (2%) per year effective January 1 of each year, for each of the 4 years of the new Agreement which shall be applied to all salary levels in the existing contract. See Appendix A, attached.

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- Section A1, there shall be a pensionable base pay adjustment of 1% per year effective January 1 of each year of the 4 years of the new agreement for all salary levels in the existing contract. The Association acknowledges that these adjustments are not NWIs but rather are additional base pay increases that are provided during the 4 year term of this contract and have been agreed to by the County in consideration for the Association's voluntary agreement that its active Association members will withdraw its demand to reduce Ch. 78 contributions and continue to pay contributions for health insurance in accordance with PL 2010 c.2 and PL 2011 c. 78 for the duration of this contract and until a successor contract is agreed to by the parties. By reason of the foregoing the Association agrees that it will not use the granting of these additional base pay adjustments in connection with any wage demands it may make in future negotiations, but rather it herewith agrees that the negotiated NWI for the term of this contract is 2% per year. If the parties invoke interest arbitration in the next round of negotiations, the County may use these acknowledgements and agreements by the Association as it deems appropriate. See Appendix A, attached.
- **B.** The pay scale as negotiated pursuant to this contract will be found in Appendix "A" annexed. Further, there shall be a rank differential of fifteen percent (15%) between the ranks of Sheriff's Sergeant and Sheriff's Lieutenant, Sheriff's Lieutenant and Sheriff's Captain for the life of this agreement. The rank differential of fifteen percent (15%) will also be maintained between the ranks of Senior Superiors.
- C. Employees employed prior to the execution of the contract and currently not on the payroll at the execution date of this Agreement will not be included in the wage increase, with the exception of retirees and deceased employees, in which case payment will be made to his/her estate.

It is further understood and agreed that employees being carried on approved leaves of absence shall receive the wage increases provided for in accordance with this article upon their return to work.

D. It is understood when a Superior is promoted in rank, he/she will receive the compensation

attributable to that higher rank as contained herein.

E. Superior Senior Step

Superiors who have 20 plus years of service with the County shall receive a superior senior step of 1.5 % over their base salary. Employees hired after September 6, 2001 are required to have 20 plus years of service with the County Sheriff's Department to receive the Superior Senior Step. Effective and retroactive to January 1, 2013 there shall be a Senior Step of two percent (2.0%) established for employees who have completed 15 years of service in accordance with the provisions of this section.

F. HOURS OF WORK

- 1. The first shift shall be defined to mean a specifically designated block of continuous 8 hours occurring from 6:00 a.m. to 5:00 p.m.
- 2. The second shift shall be defined to mean a specifically designated block of continuous 8 hours occurring from 2:00 p.m. to 1:00 a.m.
- 3. The third shift shall be defined to mean a specifically designated block of continuous 8 hours occurring from 11:00 p.m. to 9:00 a.m.

Superior Officers workday shall be constituted and subject to working within the designated time frames stated, with an unpaid one-half (1/2) hour lunch period, Sunday through Saturday.

Any time worked beyond the seven and one-half (7 $\frac{1}{2}$) consecutive hours shall be paid at the rate of time and one half (1 $\frac{1}{2}$).

In case of emergency, the Sheriff shall have the authority to fluctuate the hours one hour earlier or one hour later. The lunch period shall consist of thirty (30) minutes unpaid.

A 48-hour written notice will be issued to the Superior in the event of a work schedule change. In case of emergency, only the Sheriff has the authority to make changes necessary and as soon as possible report the reasons for these changes to the Association in writing.



- G. Rest Periods: All members of the bargaining unit shall receive two (2) fifteen (15) minute rest breaks during the scheduled tour of duty. Said time may be added to the Superior's lunch break only at such time where exigencies of their performance of duty prevent them from a normal rest period.
- H. Pay Period: Whenever possible, all paychecks and other disbursement checks or drafts shall be received on Thursday of each pay period, after 3:00 pm. Effective 1/1/2018 the annual salary for employees covered by this Agreement shall be paid in 24 pay periods rather than the current practice of 26 pay periods. The County shall issue separate checks to employees covered hereunder for overtime and side jobs on each non-pay week.
- I. <u>Shift Differential</u>: Superiors who work a third shift shall receive sixty-five cents (\$.65) per hour over the hourly rate for the second shift. Superiors who work a first shift shall receive seventy cents (\$.70) per hour over the hourly rate for the second shift.

Any shift Superior who works overtime shall receive shift differentials at the applicable overtime or holiday rate.

J. Shift Change:

- 1. If a Superior Officer is required to change their start time within their regular shift as defined in Sections F1 through 3 above, a minimum of 48-hour notice is required. If proper notice is not provided, the superior officer shall maintain his regular shift and all hours worked outside of his regular shift shall be paid at his overtime rate.
- 2. If a Superior Officer is required to change his regular shift to cover another shift within the same workday, a minimum of 3 workdays' notice is required. If less than 3 workdays' notice is provided, the Sheriff or her designee shall request that the change be covered by using the voluntary shift change list to determine if another supervisor will cover that open shift on a voluntary basis. If no supervisor voluntarily accepts the change, the Sheriff or designee shall deny the request or cover it with overtime.

- K. <u>Pay Adjustment</u>: If a Superior Officer is assigned to the duties that are normally assigned to a Superior of higher rank they will be compensated by being paid a fifteen percent (15%) rank adjustment for those hours/days assigned to those duties. <u>Senior Superior Officer's adjustment will be based on the appropriate senior step.</u>
- L. <u>Beeper Time</u>: Superior Officers who, in the sole discretion of the Sheriff, are designated to carry beepers or cell phones, shall be compensated at twenty-five dollars (\$25.00) a day for each day on call regardless of whether or not the Superior is called out. Standby pay shall be eliminated for all those who are in fact assigned to carry beepers or cell phones except those Superiors placed on standby for reasons other than for which they have been assigned a beeper or cell phone.

M. Training:

- 1. All new Sergeants will be sent to a Basic Police Supervision course at County expense and on County time within three (3) months of promotion or to the first available course.
- 2. All new Lieutenants and Captains will be sent to an Advanced Police Supervision course at County expense and on County time within three (3) months of promotion or to the first available course.
- 3. The FTO agreement between the Association and the Sheriff whereby Sergeants get 1-hour training per day for up to four (4) weeks and Lieutenants for one (1) week is incorporated herein by reference.

ARTICLE 6

DUES - CHECK OFF

Upon representation to the Employer of a dues check-off card signed by individual employees, the Employer will deduct from such employees' periodic salaries the amount set forth on said dues check-off authorization.

Thereafter, the Employer will, not later than the fifteenth (15th) day of the succeeding month, forward a check in the amount of all dues withheld during the preceding month for this purpose to the Association Representative entitled to receive same.

The said Association Representative shall be appointed by resolution of the Association and certified to the Employer by the Association.

ARTICLE 7

REPRESENTATION FEE IN LIEU OF DUES

- A. If an employee covered by this Agreement does not become a member of the Association during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year provided such employee has furnished written authorization for deduction of such representation fee payment in accordance with applicable law. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the Association will notify the County in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount, or the maximum amount allowed by law.
 - C. Once during each membership year covered in whole or in part by this Agreement, the

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Association will submit to the County a list of those employees who have not become members of the Association for the then current membership year. The County will deduct from the salaries of such employees, in accordance with Paragraph (D), the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

- D. The County will deduct the representation fee in equal installments, as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new Agreement is executed. The deductions will begin with the first paycheck paid:
 - 1. -10 days after receipt of the aforesaid list by the County; or
 - 2. -20 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-negotiations unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a negotiations unit position whichever is later.
- E. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- F. The Association will notify the County in writing of any changes in the list provided for in Paragraph (C) and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the County received said notice.
- G. The Association agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-



rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Association.

This Article (Representation Fee in Lieu of Dues) becomes effective upon the execution of this Agreement.

ARTICLE 8

OVERTIME

All hours worked in excess of a Superior Officer's regularly assigned shift hours or regularly assigned 37.5 hour workweek shall be paid at the overtime rate of 1.5 times the superior officer's hourly rate.

Overtime will be accumulated in fifteen (15) minute units. When a Superior Officer works any portion of a fifteen (15) minute unit, he will be paid for the entire fifteen (15) minute unit. Conversely, if a Superior Officer reports late for duty a portion of a fifteen (15) minute unit, he will be docked in pay fifteen (15) minutes.

When a Superior Officer is called into work on his off-duty hours, such compensation shall consist of overtime rate with a minimum of four (4) hours. The four (4) hour minimum shall not apply if a Superior Officer is called in early on overtime which is contiguous to his regular starting time. On such occasion a Superior Officer shall be paid overtime only for the hours worked beyond the Officer's scheduled shift hours. The "10 to 4 Rule" as set forth on Appendix B is incorporated herein by reference.

When a Superior Officer is required to appear in Court, a Departmental Hearing, a New Jersey Civil Service Commission proceeding, or any other legal tribunal as a result of an incident arising out of his/her employment on his/her off-duty hours, whether or note he/she is the defendant, a witness, or the person initiating the action, he/she shall be paid at the overtime rate.



This clause shall not apply to a defendant in a departmental hearing who is not totally absolved of the charges.

All duties normally performed, which will become overtime duties shall be distributed equally from lists maintained by the Sheriff's Department for the Superior Officers covered under the terms of this Agreement. The exception is when such distribution interferes with management's right to assign a qualified Superior Officer to perform a particular duty and emergency situations.

When overtime is refused by a Superior Officer, such overtime shall be offered to the next name on the list and the Superior Officer refusing will be considered as having worked overtime. Any Superior Officer may decline, in writing, any period of overtime offered to him without explanation.

When a Superior Officer works an overtime detail on a weekend (12:00 a.m. Saturday to 12:00 a.m. Monday) and is asked to work another overtime detail on the same weekend, he/she will not be charged with an overtime refusal if said Superior Officer elects not to work the second detail.

Whenever overtime is required on a given assignment, said overtime shall be offered first to a Superior Officer already working on that job assignment and then the Superior Officer or Officers will be placed in their respective positions on the list and thereafter personnel will be selected from the list.

Overtime will start at the end of each court officers' shift and shall be paid at fifteen (15) minute intervals providing the regular shift has been completed at that time. All other sections of the Department will also accumulate overtime on the same basis at the expiration of their shifts.

When a Superior Officer, upon completion of working a full shift, is required to work a full second shift, he/she will be entitled to a paid thirty (30) minute lunch break on the second shift. Overlapping shifts will be considered a full shift.

When a Superior Officer is assigned to hospital detail, he/she will be entitled to receive eight (8) hours pay per full shift worked at the applicable rate.



Superior Officers, when assigned to work through their normal lunch period, will receive premium pay, or a later lunch period.

Stand-by or on-call time is defined as that period of time during which a Superior Officer is waiting for a possible call back to duty. Assignment of stand-by can only be made by the Sheriff or his designee.

Compensation for stand-by time will consist of

- a. Four (4) hours or less overtime pay for four hours;
- b. More than four (4) hours to eight (8) hours overtime pay for eight (8) hours;
- c. More than eight (8) hours to twelve (12) hours overtime pay for twelve (12) hours;
- d. Any amount of time in excess of twelve (12) hours will be paid as indicated in the above formula, i.e., four (4) hours increments.

The Sheriff or his/her designee may assign the stand-by Superior Officer to other law enforcement duties during stand-by time.

Employees shall have at least seven (7) hours off between shifts. If not, employees of this bargaining unit shall be compensated at the overtime rate at time and one-half (1½) their regular rate of pay for each hour less than seven (7). This is fifteen (15) minute increments.

ARTICLE 9

UNIFORMS

If at any time it is deemed necessary for the Sheriff to add to or alter the present uniform inventory, the Sheriff will provide the additional issue initially. Thereafter, the Superior Officer will maintain the issue.

Sheriff's Officers promoted to recognized rank levels covered under this agreement will receive reimbursement for the initial total purchase cost of rank insignia and name tag. Payment shall be made by the Officer's submitted voucher subject to review and approval by the Sheriff and/or his/her designee.

The Employer agrees to provide one-half (1/2) the cost up to two hundred dollars (\$200.00) toward the

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purchase of a bulletproof vest approved by the I.A.C.P. on a voluntary basis. Proof of purchase must be supplied to the Sheriff. Such a cost as borne by the Employer shall occur only once every five (5) year period.

It is understood and agreed that if any employee does purchase a bulletproof vest, it will be considered a part of the dress code and uniform of the day.

All Superior Officers will be issued raincoats as part of their regular uniform issue

Superiors will receive a uniform allowance of one thousand two hundred dollars (\$1200.00) per

annum. The uniform allowance payment shall coincide with the Final regular pay in the month of December.

Furthermore, for a Superior Officer to receive the full uniform allowance benefit of this program without taxes being deducted, the Officer will be required to submit the necessary expense and related documentation to the County by December 1, to include original invoices as proof of the type and amount of charges along with a signed County miscellaneous voucher, in accordance with County practice.

ARTICLE 10

EQUIPMENT

- A. The standard on duty weapon shall be a .45 caliber Semi-Automatic Pistol.
- B. The employer agrees to provide all Superior Officers covered by this agreement with a Walkie-talkie radio with charger.
- C. All of the items set forth within this section shall be provided without charge to those employees who are covered by this Agreement
- D. Qualifications and Standards: At lease twice per year in compliance with the New Jersey

 State Attorney General Standard Guidelines, all Superiors covered by this Agreement must qualify to use the

 weapons that they have been empowered to carry.
 - 1. The Sheriff shall make provisions to have the employees qualify to use the authorized



weapon at an approved firing range that shall be located within the boundaries of the County.

- The Superior shall qualify to use the weapons described herein during the course of the employee's normal workday and shall not suffer loss of pay or any other benefit covered within this Agreement.
- E. Off-Duty Weapons: It is agreed to and understood that Superior Officers will be permitted to carry non-issue weapons of any caliber when off-duty provided the Superior Officer has qualified with the weapon, and if the Superior Officer qualifies when he/she qualifies with his/her service weapon and if the Superior Officer provides the ammunition needed to qualify with the non-issue weapons.
- 1. The Superior Officer can qualify at other times on the Superior's own time so long as there is no cost to the County.
 - F. The carrying of weapons both on and off-duty shall be governed by N.J.S.A. 2C:39-6.

ARTICLE 11

PERSONNEL FILE

Employees shall have the right to inspect and review their own personnel file on reasonable notice and at reasonable times upon written request. The employee shall have the right to define, explain or object in writing to anything found in his/her personnel file. Said writing shall become part of the employee's personnel file.

In this Agreement, there will not be anything to prevent the employee from requesting the expunging of any documents or portion of documents in his/her personnel file. This request shall become a part of the employee's personnel file. Any written denial of this request will be included in the employee's personnel file by the appointing authority.

A designated Representative of the Association may be present when requested by the Superior Officer concerned. The Sheriff agrees to provide a copy to the Officer of any material placed in his/her



personnel file.

It is understood that the files maintained by the County Personnel Director are the official personnel files for all Superior Officers.

No documents shall be entered in a Superior's Officer's personnel file that fall within the following categories:

- a. Any accusation that does not result in a hearing and finding of guilty;
- b. Departmental investigations and/or hearings that do not result in a finding of guilty;
- Departmental hearings that result in a finding of guilty but are overturned by the New
 Jersey State Civil Service Commission appeal or Judicial review;
- d. Any other adverse action against a Superior Officer that is overturned by the New
 Jersey State Civil Service Commission appeal, PERC ruling, or Judicial review;
- e. Any adverse action against a Superior Officer which is processed through the grievance procedure where such grievance is upheld;
- f. Any letter, statement, report, or other document that implies a wrongdoing or inefficiency is not substantiated by a hearing and finding of guilty except in cases of written reprimands.
- g. The Sheriff retains his/her right to maintain all documents that fall within the above categories in cases pending final disposition and/or appeal.

All personnel file entries concerning written reprimands will be removed from the Superior Officer's personnel file twelve (12) months from the date of entry provided no other similar reprimand follows within said twelve (12) month period.

Nothing shall be entered in any Superior's Officer's personnel file, for any reason whatsoever, unless the Officer receives a copy of that document.



ARTICLE 12

MEDICAL BENEFITS

A. VISION CARE

The County shall reimburse costs of vision care for its employees who have been continuously employed for more than sixty (60) days to the extent set forth below. The vision care allowance shall be limited to one reimbursement every two (2) year period from the date of the last purchase period. This benefit shall not be cumulative.

Eye Examination

\$50.00

Lenses and Frames

\$90.00

Maximum

\$140.00

Employee submits a receipted invoice with name, date examined, type of lenses and amount of charges with a signed voucher to the Personnel Department

B. DENTAL COVERAGE

The County shall provide an appropriate dental care plan whose benefits and provisions shall be the substantial equivalent of the dental care plan in place for employees as of December 31, 1998. In the event the County wishes to alter, amend or replace the current dental care plan it shall give thirty days' notice to the Association representative of such proposed change and make available to such representative a full schedule of benefits and costs of the proposed program. In the event of objection to such County action the parties shall enter into good faith negotiations regarding the adoption of any new dental plan with due regard for competitive availability of equivalent plans, relative costs and benefits and ease of administration of benefits.

1. Employee contributions to premiums for the approved dental care plan shall continue at the same level and frequency as provided for in the collective bargaining contract in effect on December 31, 1998. Any annual increase in said contributions shall not exceed 14.99% of previous annual premium.

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2. The County is not and shall not be required to provide Dental Expense Coverage to current or future retirees unless otherwise agreed to by a collective bargaining agreement.

C. HEALTH AND HOSPITALIZATION INSURANCE

1. Eligibility

All County employees on the County payroll for not less than sixty (60) days or on July 1,1999 whichever shall be later, and their eligible dependents shall be eligible to enroll in any of the County offered medical insurance plans subject only to the provisions and limitations specifically set out in this contract.

Employees who enroll in any medical insurance program shall do so in writing on a form promulgated by the Personnel Department acknowledging the offered programs and their selection of a specific plan.

2. Level of Benefits

The County, through the Middlesex County Joint Insurance Fund, MCJIF, shall continue to provide to all eligible employees and qualified dependants on the payroll as of June 6, 2002 the (3) HMO options, as available on January 1,1999 equivalent to the pre-existing plans, a POS and Traditional Indemnity Coverage. The parties recognize the significantly greater premium costs of Traditional Indemnity Coverage and thereby agree that only employees and their dependents who are enrolled in the Traditional Indemnity Plan as of June 6, 2002 shall be permitted to continue such coverage. If any such employee or eligible subscriber shifts medical coverage to any other plan they shall not be permitted to re-enter the Traditional Indemnity plan at a later date. Employees and their eligible dependents currently enrolled in any other medical care plan may not subsequently enroll in the Traditional Indemnity Plan. In the event the County desires to re-enter the State Health Benefits Plan (SHBP) of New Jersey it must provide thirty (30) days' notice to the Association and enter into negotiations regarding the applications of this contract.



3. Employee Contribution to Premium Costs

- a. Health care contribution for medical, prescription, dental and vision benefits shall be consistent with that required by P.L. 2010 ch. 2 and P.L. 2011 ch. 78 and by the contribution schedule set forth below for employees hired after June 6, 2002 whichever contribution requirement is higher. Employees who separate from County service other than through approved or contractual leave, forfeit such entitlement should they, at some later date, re-enter County service. Technical terminations because of reassignment, title change, promotion or department transfers shall not constitute a forfeiture of entitlement as long as the new County service shall be consecutive and without actual interruption of service.
- b. Employees who enter County service or become eligible for medical insurance coverage after June 6, 2002 (herein "new employees") shall be entitled to the same level of benefits and will be permitted to enroll in all available health care options described in C.2 above except new hires may not enroll in the Traditional Indemnity Coverage plan which shall not be offered to new employees.
- c. New employees, as defined above, whose annual base salary is \$25,000 or less shall not be required to contribute to premium payment for health insurance coverage under this section of the contract but will be subject to the provisions of P.L. 2010 Ch. 2 and P.L. 2011 Ch. 78.
- d. New employees, as defined above, earning an annual base salary in excess of \$25,000 shall be required to contribute towards premiums paid on their behalf upon the following schedule during the term of this contract. The only exception shall be in a case where an employee's raise or promotion moves them beyond \$25,000 but less than the amount of the required premium contribution in which case their net pay shall not be less than their pay prior to the pay increase or promotion.

Salary Level	% of Costs of selected Plan	Annual Ceiling of Contribution
\$25,001-\$30,000	25%	\$400
\$30,001-\$35,000	35%	\$650
\$35,001-\$40,000	45%	\$900



\$40,001-\$45,000	55%	\$1250
\$45,001-\$50,000	65%	\$1500
\$50,000	75%	\$1750

e. The costs of premiums for the respective plans selected by the employee and their eligible dependents shall be determined by the County on an annual basis with notice to each affected employee with the first paycheck of each calendar year. Such contributions shall be based on rated costs provided by the plan administration. Employee contributions shall be determined and any adjustment thereto shall be made annually as of the first pay period of each

calendar year. The County may not increase or alter an employee's required contribution at any other time.

4. <u>Prescription Coverage</u>

Effective 1/1/2017 the prescription co-pay shall remain at \$5.00 for generic drugs and \$10.00 for brand name drugs prescribed by a duly licensed physician. Co-pays for retirees as of December 31, 2016 shall remain at \$0 for generic and \$5.00 for brand name drugs prescribed by a duly licensed physician.

Prescription co-pays for employees who retire on or before January 1, 2019 shall continue to pay \$5.00 for generic and \$10.00 for brand name in retirement.

Effective 1/1/2018, prescription co-pays shall be:

-0- for generic

\$15.00 for preferred brand name

\$30.00 for non-preferred brand name.

There shall also be a Step Therapy Program and a Specialty Drug Management Program implemented. An overview of the components of these programs is attached hereto.

5. Effective 1/1/2018 the following changes to the Medical Benefits shall be implemented, except that the changes to the medical plan specified below shall not apply in retirement to any employee who retires on or before January 1, 2019.

which

- a. Office visit co-pay shall be \$10.00 for both primary care physician and specialist.
 - b. Urgent care visit co-pay shall be \$20.00.
 - c. Emergency Room co-pay shall be \$50.00 per visit.
- 6. <u>Survivor Benefits</u> The surviving spouse of an employee with 10 or more years of service with the County who dies while on the payroll of the County shall be entitled to a continuation of health benefit coverage for a period of 36 months from the date of death under the same terms and conditions as applied while the employee was alive, including contributions required under Ch. 78.

D. Modification of Chapter 78 contributions for retirees.

Employees who have completed 15 years or more of creditable service in a State of New Jersey administered pension system at any time during calendar year 2011 and who became eligible for health benefits from the County based upon 25 or more years of service will not be required to make contributions pursuant to Chapter 78 for their health benefits upon retirement. Employees of the County hired on or before 12.31/2016 who do not meet this eligibility requirement are not eligible for this exemption from contribution on retirement benefit. Likewise, employees hired on or after 1/1/2017 are not eligible for this exemption from contribution on retirement benefit. To the extent that the purchase of military time is used to meet the eligibility requirement for employees hired on or before 12/31/2016, such buy back time shall be treated as any other creditable service time in a State of New Jersey pension system completed at any time during calendar year 2011.

E. <u>Modification of health benefits for future retirees.</u>

Employees who become entitled to health benefits upon retirement will receive the same level of benefits they had on the last day of service immediately preceding their retirement.

F. Retirement Benefits

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County employees and dependents who qualified for medical benefits and retired on or before

December 31, 2016 shall continue all benefits due them under the terms of the contract in force from 2013 to

2016 including prescription coverage as thereon defined. County employees and dependents who qualify for

medical benefits on or after January 1, 2017 shall continue all benefits due to them under the terms of this

contract. The County shall provide medical benefits to employees who honorably retire after twenty-five

(25) years of credited public service as described by state statutes and criteria of the New Jersey Division of

Pensions and for employees who qualify for and are approved by the New Jersey Division of Pensions for

receipt of disability retirement benefits.

Retired employees shall not be entitled to dental benefits unless so offered by the County at some later date at the County's discretion and terms. Consistent with the terms of this Agreement, this benefit is subject to P.L. 2011 c. 78

G. Administration

In the event a third party administrator fails to pay any appropriate and fully completed claim for a covered service within sixty (60) days the effected employee may apply to the County to pay such claim upon adequate submission of supporting documentation. When the County deems such claim properly completed it shall make payment therein within an additional thirty (30) days. As part of such application the County may require the execution of binding assignment or subrogation agreement from the employee to the extent of payments made on the employees behalf.

H. Promotions from PBA Local 165, Contribution and Benefits

1. Officers joining the Association due to promotions who did not have contribution obligation pursuant to the Labor Agreement with the Middlesex County Sheriff's Officers, PBA Local 165, shall not lose that exemption by anything in this Agreement; and officers joining the Association due to promotion who had a contribution obligation pursuant to the Labor Agreement of Middlesex County



Sheriff's Officers, PBA 165, will continue to have an obligation to contribute pursuant to the schedule of contributions set forth above in Section C, 3, d, notwithstanding anything else in this Agreement.

2. If a Sheriff's Officer was deemed a "new hire" as that term is defined in Appendix 4 Section b of the Labor Agreement with the Middlesex County Sheriff's Officers PBA Local 165, upon promotion the officer will retain that status under this Agreement, and his/her medical benefit entitlements will remain consistent with that status and not change due to anything in this Agreement. Notwithstanding the foregoing, all officers will be subject to the provisions of P.L. 2010 ch. 2 and P.L. 2011 ch. 78.

ARTICLE 13

LONGEVITY

A. In accordance with the longevity resolution as amended by the County, all eligible employees are entitled to receive longevity for calendar years 2005 and 2006 based upon their base salaries (maximum bases \$30,000) as of December 31 of the previous calendar year starting with the completion of the 8th year of service as follows:

9 through 15 years of service = 2% - (\$600.00)

16 through 20 years of service = 5% - (\$1500.00)

21 through 25 years of service = 7% - (\$2100.00)

Effective January 1, 2007, and retroactive to that date, longevity percentages set forth above for calendars 2007 and 2008 shall be increased as follows:

9 through 15 years of service – 4% - (\$1200.00)

15 through 20 years of service -6% -(\$1,800.00)

21 years and over of service -8% - (\$2,400.00)

(All percentages are based on a maximum salary of \$30,000.00).

B. Employees hired on or after January 1, 2013 shall not be eligible for longevity benefits.

Effective January 1, 2014 the longevity values of \$1200.00 at the 9th year, \$1800.00 at the 16th year and \$2400.00 at the 21st year shall be adjusted by any percentage wage increases agreed upon by the parties for employees hired prior to January 1, 2013. The adjusted longevity values shall then be added to base pay in accordance with present practice but shall not be used in determining senior officer pay. Upon implementation of this section, the other sections of the longevity article shall be deemed void.

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ARTICLE 14

HOLIDAYS

The present holiday schedule in effect is to be adhered to and also to be observed are any other holidays declared by legally constituted authorities of the County, State and Federal Government, provided said Holiday has been recognized by the Board of Freeholders,

- 1. New Year's Day
- 2. Martin Luther King's Birthday
- 3. Lincoln's Birthday
- 4. Washington's Birthday
- 5. Good Friday
- 6. Memorial Day
- 7. Independence Day
- 8. Labor Day
- 9. Columbus Day
- 10. Election Day
- 11. Veteran's Day
- 12. Thanksgiving Day
- 13. Friday following Thanksgiving Day
- 14. Christmas Day

If a holiday falls during an employee's vacation or bereavement time, he/she shall be granted an additional day off with pay.

Paid holidays occurring during a period of sick leave shall be not charged to sick leave.

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Employees <u>ordered</u> and/or scheduled to work by the Sheriff or his designee on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid their regular day's pay plus an additional rate of double time pay for the hours worked.

Employees <u>ordered</u> and/or scheduled to work by the Sheriff or his designee on all other County holidays shall be paid at the rate of time and one-half (1½) in addition to their regular day's pay for the hours worked.

No vacation leave or personal days shall be granted without the express approval of an employee's department head immediately before or after any holiday period.

All work performed on a holiday shall be compensated at a rate equal to two and one-half $(2\frac{1}{2})$ times the rate of pay which would apply on a normal workday. The seven and one-half $(7\frac{1}{2})$ hours regular day's pay shall always count toward the two and one-half $(2\frac{1}{2})$ times rate of pay.

Specific examples are as follows:

1. Employee scheduled to work seven and one-half $(7\frac{1}{2})$ hours:

 $7\frac{1}{2}$ hours (regular pay @ straight time) = $7\frac{1}{2}$ hours

 $7\frac{1}{2}$ hours @ $1\frac{1}{2}$ x = $11\frac{1}{4}$ hours

TOTAL PAY = $18^{3/4}$ hours

2. Employee scheduled to work seven and one-half (7½) hours on a holiday who works 15 hours:

 $7\frac{1}{2}$ hours @ straight time pay = $7\frac{1}{2}$ hours

 $7\frac{1}{2}$ hours @ $1\frac{1}{2}$ x = $11\frac{1}{4}$ hours

 $7\frac{1}{2}$ hours @ $2\frac{1}{2}x$ = $18\frac{3}{4}$ hours

TOTAL PAY = $37\frac{1}{2}$ hours

3. Employee not scheduled to work because of a holiday who is called in to work 2 hours:

 $7\frac{1}{2}$ hours @ straight time pay = $7\frac{1}{2}$ hours

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4 hours (minimum call-back) @ 1½x

6 hours

TOTAL PAY

13½ hours

4. Employee not scheduled to work because of a holiday who is called in to work 10 hours:

7½ hours @ straight time pay

7½ hours

7½ hours @ 1½x

= 11½ hours

2 hours @ 21/2x

= 5 hours

TOTAL PAY =

23¾ hours

ARTICLE 15

PERSONAL DAYS

In addition, all employees shall have four (4) personal holidays to be used for any purpose whatsoever. Personal holidays may be taken on separate days or consecutively; however, the employee should, whenever possible, give the Employer one (1) day notice for each personal holiday to be taken. Severance pay shall be calculated considering personal holidays on the basis of one (1) accrued personal holiday per third month of employment completed in the year said employment is terminated. Personal holidays may not be accumulated annually.

ARTICLE 16

BEREAVEMENT

- A. All employees shall be eligible to receive a maximum of five (5) working days leave with full pay in the event of the death of his/her spouse or child.
- B. All employees shall be eligible to receive a maximum of (5) working days leave with full pay in the event of the death of his/her parent.
- C. All employees shall be eligible to receive a maximum of three (3) working days leave with full pay in the event of the death of his/her current son-in-law, current daughter-in-law, current mother-in-

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law, current father-in-law, brother, current brother-in-law, sister, current sister-in-law, grandparent, grandchildren, aunts, uncles, or other relative living in the immediate household, such leave being separate and distinct from any other leave time.

- D. All employees eligible to receive a reasonable amount of time off with full pay for the purpose of travel time if the funeral is out of state. Such time off is subject to the prior approval of the Sheriff, such leave being separate and distinct from any other leave time.
- E. It is understood and agreed that this Bereavement Leave will be communicated to the department head by the employee and said employee shall be granted three (3), four (4) or five (5) days leave of absence (as stated above) consisting of three (3), four (4) or five (5) working days next following the day of death. The employee will be compensated for time lost during said period from his/her regularly scheduled work, not to exceed three (3), four (4) or five (5) days of bereavement leave where it applies.
- F. The time of Bereavement Leave will be granted to be taken within a ten (10) day period at the discretion of the employee with a prior notification to his/her Department Head.

It is further understood that there will be no fragmentation of the bereavement leave. The leave must be taken by the designated days once the option is taken.

ARTICLE 17

VACATIONS

All employees shall be granted vacation leave based upon the following schedule from the date they are hired:

YEARS OF SERVICE	AMOUNT OF VACATION	

Less than one year One working day for each month of service.

One to five years

Twelve working days during each year of service.

Six to nine years Fifteen working days during each year of service.

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Ten to twelve years

Sixteen working days during each year of service.

Thirteen to twenty years

Twenty working days during each year of service.

Twenty-first or more

Twenty-five working days during each year of

service.

It is understood that when reference is made to "six to nine years, etc.," six means the start of the sixth year, etc.

Vacation time accumulation will be based on the New Jersey State Civil Service Commission ruling now in effect.

ARTICLE 18

SICK LEAVE

A new employee shall earn sick leave at a rate of one and one-quarter (1½) days per month on a month-to-month basis until completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited to the employee for the balance of the calendar year ending December 31st.

If termination occurs before the end of the year and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year-to-year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

All other proper and authorized leaves as provided in the rules of the New Jersey Civil Service Commission shall be recognized and constitute a part of this Agreement.

Days lost to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmen's Compensation, which has been approved by the appropriate County authorities or sustained by an appropriate Court of competent jurisdiction, shall not be charged to sick leave.

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During the time the Personnel Office is determining whether the injury leave or illness results from the working conditions, an employee may take any accumulated sick leave. In the event a leave with pay is granted the sick leave used by the employee will be recredited to the employee and the sick leave injury will be retroactive to the date which is determined by the effective day of the Freeholder Resolution adopting same.

Furthermore, all of the requirements of N.J.S.A. 34:15-1 et seq. shall govern and control the Injury Leave and Compensation Benefits including the requirements for reimbursement and the basis for not granting an Injury Leave as more fully set forth in the Codified General Resolutions of the County.

Paid holidays occurring during a period of sick leave shall not be charged to sick leave.

ARTICLE 19

ACCUMULATED SICK TIME PAYOFF UPON RETIREMENT

An employee covered under the terms of this Agreement shall be entitled upon retirement to receive a lump-sum payment, as supplemental compensation, one-half (½) payment for every full day of County earned and unused accumulated sick leave (not to exceed \$15,000.00) which is credited to him on the employment records and certified by the appointing authority on the effective date of his/her retirement. This policy will be administered in accordance with the Resolution adopted by the Board of Chosen Freeholders authorizing same.



ARTICLE 20

ADHERENCE TO NEW JERSEY CIVIL SERVICE COMMISSION RULES

The Employer and the Association understand and agree that all rules promulgated by the New Jersey State Civil Service Commission concerning any matter whatever not specifically covered in this Agreement shall be binding upon both.

ARTICLE 21

GRIEVANCE PROCEDURE

- 1. The purpose of the grievance procedure shall be to settle all grievances between the Sheriff and the Association as quickly as possible so as to ensure efficiency and promote employee's morale.
- 2. A grievance is defined as any dispute between the parties concerning the application or interpretation of final agreement reached through these negotiations or any complaint by an employee as any action or non-action taken towards him which violates any right arising out of this employment.
 - 3. All grievances shall be processed as follows:
- A. They shall be discussed with the employee(s) involved and the Association

 Representative with the immediate Superior, designated by the Sheriff. The answer shall be made within three (3) days by such immediate Superior to the Association.
- B. If the grievances are not settled through Step 1, the same shall be reduced to writing by the Association and submitted to the Sheriff or any person designated by the Sheriff by hand delivery, and the answer to such grievance shall be made in writing with a copy to the Association within five (5) days of their suspension.
- C. If the grievances are not settled by Steps 1 and 2, then the Association shall have the right to submit such grievances to the Personnel Director. A written answer to said grievance shall be served upon the Association within five (5) calendar days after submission.



- 4. If the grievances are not settled by Steps 1, 2 and 3, then the Association, and only the Association, within ten (10) working days after a written decision (Step 3) shall have the right to submit only such grievances which are claimed violations, misinterpretations, or misapplication of the term of this Agreement and the referenced policies directly affecting them (the Association) to an arbitrator appointed by the parties from the Arbitration Panel maintained by the New Jersey Public Employment Relations

 Commission. The Arbitrator appointed shall have full power to hear the grievance and make a decision, which decision shall neither modify, add to, nor subtract from the terms of the Agreement and the referenced policies. The decision shall be rendered within thirty (30) days after completion of the hearing and shall be binding on both parties. The cost of the Arbitrator and his expense shall be borne equally by both parties unless otherwise noted.
- 5. Nothing herein shall prevent any employee (Officer) from processing his own grievance through Step 3 providing the Association is aware of the grievance.
- 6. The Association shall have the right and the authority to appear with any member of this negotiations unit who has filed a grievance throughout any stage of the grievance procedure or hearings of any nature.
- 7. The Association President, his designated Representative and the grievant, shall not suffer loss of any benefits under this Agreement while participating in any stage of the grievance procedure.
- 8. Any employee covered by this Agreement who has been summoned by the Office of the Sheriff shall have the right to have an Association Representative present. The term "Office of the Sheriff" shall include the following individuals: the Sheriff, the Undersheriff, Department Heads, or any individual appointed or designated by the Sheriff to possess supervisory or managerial functions.
- 9. The duly elected Association President or his designee shall be excused from their normal duty assignments to process grievances.



- 10. Grievances must be initially filed within thirty (30) days of the incident, or the employees' knowledge of such incident. All grievances shall be served on the designated person in the relevant step via hand delivery to the person or the person's County mailbox. Any retroactive settlement will be made as of the date of filing of the grievance.
- 11. On all hearings an Association representative plus the employee will be present. The County does not have the right to hold a meeting or a hearing without the presence of an Association Representative

ARTICLE 22

EMPLOYEE RIGHTS

- A. It is agreed it shall be the sole right of the Sheriff to re-assign Superiors between units of the Department, provided that such re-assignments are in accordance with the recognized New Jersey Civil Service Commission procedures. In furtherance thereof, when a re-assignment is interpreted to mean a change in work, hours off, or days off, the Superior affected shall be notified in writing no less than five (5) working days prior to the re-assignment in order to enable the Superior to arrange for an orderly change. This section shall not apply in cases of extreme emergency. Extreme emergency is defined as a written declaration of said condition by the Sheriff.
- B. It is agreed that a Superior Officer shall have the right to submit in writing to the Sheriff a request for re-assignment between units. The Superior Officer shall cite the reasons or conditions to justify the request for re-assignment. Upon written request to the Association from the Superior Officer who has been denied re-assignment, the Association Representative shall meet with the Sheriff, who will advise the reason for the denial, within two (2) weeks.



ARTICLE 23

EXTRADITION

Any member of this negotiations unit who is assigned to extradition duty shall be reimbursed for lodging expenses and travel expenses. It is understood that the employee will submit the required receipts containing the details of all claimed expenses.

Further, with regards to any meal allowance it is understood that a pro-rata per diem reimbursement will be made as follows:

- 1. Four (4) hours or less or one (1) meal \$25.00
- 2. Four (4) to six (6) hours or two (2) meals \$30.00
- 3. Six (6) to eight (8) hours or three (3) meals \$40.00

ARTICLE 24

FALSE ARREST INSURANCE

The County shall continue to provide false arrest insurance at the same levels as previously provided.

It is understood that the County may choose to provide the insurance in any form at its discretion including self-insurance.

ARTICLE 25

TRANSFER BENEFITS

When an Officer is transferred and/or reassigned to another section or department, he/she shall retain his/her accumulated sick leave, vacation, unused personal days, and County seniority without prejudice.

ARTICLE 26

IN-SERVICE EDUCATIONAL TRAINING

All in-service educational training shall be held during normal working hours. In the event that said training must be held after the regularly scheduled workday, each attending employee shall be compensated



at the rate of time and one-half (1½) of their regular hourly rate. Excluded from this clause is the Basic Police Training Course Requirement and any other voluntary special training courses.

ARTICLE 27

SHERIFF'S INVESTIGATIONS

- 1. In an effort to ensure that departmental investigations are conducted in a manner that is fair and promotes good order and discipline, all administrative and internal affairs investigation, whether conducted in person or through written questionnaire, will follow the New Jersey Attorney General and Internal Affairs Policy and Procedure to the extent applicable.
- 2. At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if he/she so requests, to consult with counsel and/or his/her Association Representative before being questioned concerning a violation of the Rule and Regulations during the investigation of a member of the force, which opportunity shall not delay the interrogation beyond one (1) hour of consultation with the Association Representative nor more than two (2) hours for consultation with the attorney.

ARTICLE 28

SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other unit or tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall remain in full force and effect.

The Employer and the Association shall renegotiate a replacement provision that shall supersede the invalid provision. Said renegotiation shall commence no later than fifteen (15) days following the termination of the invalid provision.

Savings Clause: It is mutually understood and agreed that all benefits currently enjoyed by employees



shall remain in effect and become part of this Agreement.

It is understood and agreed that all common policy fringe benefits emanating from a County policy pursuant to a Board of Chosen Freeholders decision, will accrue to the employees of the Association over and above current contract.

Emanating Policy:

It is mutually further understood and agreed that any emanating County policy will become part of this Agreement.

ARTICLE 29

MANAGEMENT RIGHTS

All of the rights, power, and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer only to such limitations as are specifically provided in this Agreement.

ARTICLE 30

NO STRIKE, NO LOCKOUT

Neither the Association nor the Employer or employee shall instigate, sponsor, promote, engage in or condone any strike, concerted work stoppage, lock-out or any other intentional interruption of work. (In accordance with New Jersey Statutes Annotated, the Constitution of the State of New Jersey, Article 1, Paragraph 19).

ARTICLE 31

MILITARY LEAVE

Military leave will be governed by N.J.A.C. 4A:6-1.11 and N.J.S.A. 38:23-1.1.



ARTICLE 32

TUITION AID

The Employer agrees to maintain its assistance for employees attending institutions of higher learning in accord with the policies and procedures established for the County Tuition Aid Program, subject to the availability of existing funds.

ARTICLE 33

OCCUPATION FUNCTIONS

It is agreed that a Superior Officer will not be required to perform any duties that are not specifically defined in N.J.S.A. 40A:9-117.6 for all levels of Sheriff's Officers. All other personnel will not perform the duties normally assigned to Superior Officers except in emergency situations or unforeseen circumstances where a Superior Officer cannot be contacted and is not available.

ARTICLE 34

EMERGENCY DEFINITION

"Emergency" means any situation that jeopardizes the public health, safety and welfare, as defined by State law or ordinance; and requires alteration of scheduled work hours, shifts, and/or personnel assignments or any unforeseen circumstances.



ARTICLE 35

DURATION OF CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2017 until December 31, 2020.

This Agreement may be reopened for the year 2021 contract negotiations by either party upon notice in writing at least sixty (60) days and no more than one-hundred twenty (120) days prior to December 31, 2020.

All provisions of this Agreement shall remain in full force and effect until a successor Collective Negotiation Agreement is negotiated.

FOR PBA LOCAL 165A

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CHRISTOPHER MEDER, PRESIDENT

FOR MIDDLESEX COUNTY SHERIFF

SHERIFF MILDRED S. SCOTT

SHERIFF

FOR MIDDLESEX COUNTY

AMY R. PETROCELLI

CLERK OF THE BOARD

RONALD RIOS, DIRECTOR

BOARD OF CHOSEN FREEHOLDERS

APPROVED AS O FORM AND LEGALITY

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MIKI ATHANAS OPOULOS, ESQ. FIRST DEPUTY COUNSEL SM)

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APPENDIX A SUPPERIOR SHERIFF OFFICERS PBA 165A

Title	2017	2018	2019	2020
Sergeant	\$ 105,987	\$ 109,167	\$ 112,442	\$ 115,815
Sergeant + 15 yrs. 2%	\$ 108,107	\$ 111,350	\$ 114,690	\$ 118,131
Sergeant + 20 yrs. 1.5%	\$ 109,728	\$ 113,020	\$ 116,410	\$ 119,903
Lieutenant	\$ 121,885	\$ 125,542	\$ 129,308	\$ 133,187
Lieutenant + 15 yrs. 2%	\$ 124,323	\$ 128,053	\$ 131,894	\$ 135,851
Lieutenant + 20 yrs. 2%	\$ 126,188	\$ 129,974	\$ 133,873	\$ 137,889
Captain	\$ 140,169	\$ 144,374	\$ 148,705	\$ 153,166
Captain + 15 yrs. 2%	\$ 142,972	\$ 147,261	\$ 151,679	\$ 156,230
Captain + 20 yrs. 1.5%	\$ 145,117	\$ 149,470	\$ 153,954	\$ 158,573
Dir. Of Narcotics	\$ 140,169	\$ 144,374	\$ 148,705	\$ 153,166
D of N + 15 yrs. 2%	\$ 142,972	\$ 147,261	\$ 151,679	\$ 156,230
D of N + 20 yrs. 1.5%	\$ 145,117	\$ 149,470	\$ 153,954	\$ 158,573



APPENDIX B

- 1) When a Superior Officer assigned to the first shift is called in while off duty between the hours of 10:00 p.m. and 4:00 a.m. and reports for work the Officer shall have (7) hours off from the end of that duty assignment before being required to report for duty again except when a state of emergency is declared by the Sheriff. The Officer shall be paid straight time for any of those hours that are part of his/her regular shift that are not worked due to the break. If there are less than two (2) hours remaining on the officer's regular shift after the seven (7) hour break, the Officer may or may not be required to report to work at the non grievable discretion of the Sheriff and the Officer shall receive straight time pay for the remainder of his/her shift.
- 2) When a Superior Officer assigned to the second shift called in while off duty between the hours of 5:00 a.m. and 11:00 a.m. and reports for work the Officer shall have (7) hours off before being required to report for duty again except when a state of emergency is declared by the Sheriff. The Officer shall be paid straight time for any of those hours that are part of his/her regular shift. If there are less than two (2) hours remaining on the officer's regular shift after the seven (7) hour break, the Officer may not be required to report to work at the non grievable discretion of the Sheriff and the Officer shall receive straight time pay for the remainder of his/her shift.
- 3) When a Superior Officer assigned to the third shift called in while off duty between the hours of 1:00 p.m. and 7:00 p.m. and reports for work the Officer shall have (7) hours off before being required to report for duty again except when a state of emergency is declared by the Sheriff. The Officer shall be paid straight time for any of those hours that are part of his/her regular shift. If there are less than two (2) hours remaining on the officer's regular shift after the seven (7) hour break, the Officer may not be required to report to work at the non grievable discretion of the Sheriff and the Officer shall receive straight time pay for the remainder of his/her shift.



Medical Plan

On January 1, 2018, copays for Office Visits, Emergency Room Care and Urgent Care services change as outlined in the charts below. These changes apply to Active employees and their covered dependents only. There are no changes in copays for current Retired employees. Active employees that retiree on or after the effective date of the plan changes will have coverage under the plan changes below in retirement.

	Primary Care/Specialist Office Visit Copay	Primary Care/Specialist Office Visit Copay
	. 2017 (In force)	2018
Aetna	\$2 Primary Care/\$2 Specialist	\$10 Primary Care/\$10 Specialist
Horizon Choice	\$5 Primary Care/\$5 Specialist	\$10 Primary Care/\$10 Specialist
Oxford	\$5 Primary Care/\$5 Specialist	\$10 Primary Care/\$10 Specialist
CIGNA	\$5 Primary Care/\$5 Specialist	\$10 Primary Care/\$10 Specialist

	Emergency Room Copay	Emergency Room Copa	
	2017 (In force)	2018	
Aetna	\$15	\$50	
Horizon Choice .	\$25	\$50	
Oxford ·	\$25	\$50	
CIGNA	\$20	\$50	

	Urgent Care	Urgent Care
	2017 (In force)	2018
Aetna	\$15	\$20
Horizon Choice	\$5	\$20
Oxford	\$5	\$20
CIGNA	\$20	\$20

- Horizon's OMNIA Plan copay's are unchanged. The plan will continue to be offered as an optional lower cost alternative plan.
- · Horizon's Traditional plan will not change.
- Surviving Spouse Benefit Provides Medical and Rx coverage continuation for a spouse and dependents
 covered at the time of death of an active covered employee. Surviving Spouse is subject to Chapter 78
 contributions applicable at the time of death of the active employee, and coverage is for a period of three
 years from the effective date. Coverage may be continued thereafter in accordance with COBRA.
- County and MCUA Specific Enhancement to Chapter 78 Retiree Requirement Under the enhanced new benefit, employees who had 15 years or more of creditable service in the State of New Jersey administered pension system at any time during calendar year 2011 will not have to contribute toward the cost of medical/prescription coverage upon retirement. Under the State's Chapter 78 Law, employees needed 20 years of service as of June 28, 2011 for this benefit. All other qualifying retirement requirements remain the same.

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Prescription Plan

On January 1, 2018, copays for the prescription plan will change from the current \$5 generic and \$10 brand for active employees to a three tiered plan: \$0 Generic, \$15 Preferred Brand, \$30 Non-Preferred Brand. In addition to copay changes, Step Therapy and a new Formulary apply. These changes are detailed on the pages to follow. All changes apply to active employees only. Active employees that retiree on or after the effective date of the plan changes will have coverage under the plan changes below in retirement.

CVS/Caremark Rx Formulary

The CVS/Caremark Formulary classifles each drug as Generic, Preferred, Non Preferred and Not Covered. There are alternatives to the drugs classified as not covered.

In the event it is medically necessary that the individual remain on a drug classified as not covered, the individual and/or physician may call Millennium Administrators, Inc. (Millennium) to complete the appropriate forms to begin the appeal process. During this time, the individual will be eligible for a temporary supply of the currently prescribed medication. If the appeal is approved as medically necessary, then the not-covered drug will be approved for the individual.

Approximately forty-five days prior to the effective date of the new Formulary, letters will be sent to individuals affected by program changes explaining the specific drug changes. A letter is also being sent to the individual's doctor(s) identifying the patients affected by the not-covered drug.

Generic Step Therapy

Individual tries one generic medication prior to being approved for brand drugs that are subject to step therapy. Targeted drug classes include: Acne, Antipsychotics, Blsphosphonates (osteoporosis), BPH (enlarged prostate), Fibrates (Cholesterol), Hypnotics, Nasal Steroids, Ophthalmic/Prostaglandins (glaucoma), SABA's (inhalers), SRNI (depression), SSRI's (antidepressant), Statins (cholesterol), Tripan's (migraines).

Individuals try two generic medications before target brand is covered for the selected drug classes listed below: Proton Pump Inhibitors (blocks acid production in stomach), Angiotensin Receptor Blockers (High Blood Pressure), Cox 2 NSIAD (Non steroid anti-Inflammatory — Used for Osteo and Rheumatold Arthritis, Urinary Antispasmodics (UA are used to treat symptoms of urge incontinence and overactive bladder).

Approximately forty-five days prior to the effective date of the Formulary, letters will be sent to individuals affected by program changes explaining the specific drug changes that affect them. A letter is also being sent to the individual's doctor(s) identifying the patients affected by Step Therapy.

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PREFERRED FORMULARY AND STEP THERAPY DETAIL

PRE-January 1, 2018 "GO-LIVE":

60 Day Letter

Letter 1 (Non-Impacted Individuals)

- To all non-impacted individuals informing them of the medical, Rx, surviving spouse changes to their benefits and the Chapter 78 changes.
- This letter will provide the effective date of the changes.
- · Entities: County and Utilities

Letter 2 (Formulary Impacted Individuals)

- · To all individuals impacted by the Formulary.
- · Entities: County and Utilities

Letter 3 (Step Therapy Impacted Individuals)

- · To all individuals impacted by the Step Therapy changes.
- Entities: County and MCUA

30 Day Letter

- To all active individuals.
- · Reminder Notice with important bullets
- · Entities: County and Utilities

60 Day Doctor Letter

· To all doctors who have a member impacted by the Formulary or Step Therapy changes.

1. ID Cards:

New ID Cards will not need to be issued, Millennium Administrator's toll free telephone number and CVS' toll free number are already on the back of the present ID card.

PROCESS

In the event it is medically necessary that an individual remain on a drug classified as not covered or a drug subject to step therapy, the individual and physician may call Millennium to complete the proper forms to obtain approval. During this process, the individual will be eligible for a temporary supply of their currently prescribed medication. If the prescribed drug is approved as medically necessary, then the drug which is not covered will be approved for the individual.

Approximately forty-five days prior to the effective date of the Formulary and Step Therapy change, letters will be sent to individual affected by program changes explaining the specific drug changes. A letter is also sent to the individual's doctor(s) identifying the patients affected by the not covered drug. Individuals can access the mcjhif.com website or the County intranet to determine every drug classification, preferred alternatives and the applicable copay.

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Step Therapy - If there is a generic or therapeutically equivalent drug available, CVS's system will look back to see if the member has tried the appropriate generics or therapeutically equivalent previously. If the Individual has tried appropriate generics or therapeutically equivalent drugs previously, the prescription will be dispensed. If the individual has not tried the appropriate generic or therapeutically equivalent drug in the past, and would like to appeal, the Pharmacist or Individual may call Millennium Administrators. Millennium will authorize a 30-day supply of the prescribed drug where appropriate, during the appeal.

CVS/Caremark Preferred Formulary - If a drug is not covered under the Formulary the Pharmacist or individual may call Millennium Administrators. Millennium will authorize a 30-day supply of the prescribed drug where appropriate during the appeal.

Individuals affected by the Formulary change and/or Step Therapy should do the following:

- Present your prescription to the pharmacy.
- If the drug is denied, the pharmacist or individual may call Millennium at 866-644-2489 for further instructions.
 - > Millennium will authorize a 30-day supply of the prescribed drug where appropriate.
 - > Millennium will ask if they may contact the prescribing doctor on your behalf.
 - > If you agree, Millennium will contact the doctor and ask if you can take the suggested covered drug.
 - > If the doctor agrees, Millennium will ask the doctor to send a new prescription to the pharmacy or write a new prescription for you to pick up if necessary.
 - > If the doctor disagrees, Millennium will fax the "Formulary Change Form" or the "Step Therapy Form" to the doctor's office for his/her completion.
 - > The doctor will attach a Letter of Medical Necessity to either of the above forms and fax the two documents to Millennium at 610-222-9448,
 - > Once received, Millennium will review the documents within 24 hours and approve or deny.
 - > If appropriate, Millennium will put an approval in the CVS system so the drug will be available going forward.

Completed authorization forms and medical necessity letters can be sent to:

Millennium Administrators, Inc. P.O. Box 419 Lederach, PA 19450

Fax: 610-222-9448

Email: service@millennium-tpa.com

MIDDLESEX COUNTY PRESCRIPTION DRUG LISTS

Section One

Each page in this Section has four columns.

<u>Columns 1 and 3</u> lists non-preferred brand drugs and drugs not covered. Drugs highlighted in yellow are not covered. Those drugs not highlighted are non-preferred brand drugs.

Columns 2 and 4 lists the preferred brand alternative or generic alternative drug to corresponding drugs In Columns 1 and 3.

Italicized Drugs shown in this Section are generic drugs.

Capitalized Drugs shown in this Section are brand drugs.

Section Two

This Section lists drugs that are subject to Step Therapy. Each page in this section has two columns.

Column 1 shows the generic drug options that you must try if you are using a drug on Column 2.

Note: Step Therapy may apply to preferred or non-preferred brand drugs.

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SECTION ONE

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Performance Drug List

PREFERRED OPTIONS LIST				
DRUG NAME(S)	PREFERRED OPTION(S)*	ORUG NAME(S)	PREFERRED OPTION(S)*	
ABILIFY	enplprezole, clozepine, olenzepine, quellepine, nsperidone, zipresidone, LATUDA, SEROQUEL XR, VRAYLAR	AEROSPAN	ARNUITY ELLIPTA, ASMANEX, FLOVENT DISKUS, FLOVENT HFA, PULMICORT FLEXHALER, QVAR	
ABSTRAL	fenlanyl transmucosal lozenge, FENTORA,	ALGORTIN A	desonide, hydrocortisone	
	SUBSYS	ALLISON MEDICAL INSULIN SYRINGES	BD ULTRAFINE INSULIN SYRINGES	
ACCU-CHEK STRIPS AND KITS!	ONETOUCH ULTRA STRIPS AND KITS ³ , ONETOUCH VERIO STRIPS AND KITS ³	ALOQUÍN	desonide, hydrocortisone	
ACTOS	ploglitazone	ALORA	estradiol, DIVIGEL, EVAMIST, MINIVELLE	
ADDERALL XR	amphelamine- dexiroamphelamine mixed selis ext-rel,	ALTOPREV	olorveslalin, fluvaslalin, loveslelin, praveslelin, rosuvaslalin, simvaslelin, VYTORIN	
	melhylphenidale extrel, APTENSIO XR, QUILLIVANT XR, VYVANSE	ALVESCO	ARNUITY ELLIPTA, ASMANEX, FLOVENT DISKUS, FLOVENT HFA,	
ADRENAGLICK	epinephrine auto-injector, EPIPEN, EPIPEN JR	χ [±]	PULMICORT FLEXHALER, QVAR	

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DRUG NAME(S)	PRETERRED OPTION(S)	DRUG NAME(S)	PREFERRED OPTIONISI
AMRIX	сусіовенхартіне	BYDUREON	TRULICITY, VICTOZA
ANDROGEL 1%	lesloslerone gel 2%,	BYETTA	TRULICITY, VICTOZA
ANGELIQ	ANDRODERM, ANDROGEL 1.62%, AXIRON oskadiol-norelhindrone, PREMPHASE, PREMPRO	CAFERGOT	orgolamino-coffeino, noratriptan, rizelripten, sumolriptan, zoiniliriptan, ONZETRA XSAIL, RELPAX, ZEMBRACE SYMTOUCH,
antara	fenofibrale, fenofibric acid		ZOMIG NASAL SPRAY
APEXICON E	desoximetesone, fluocinonide	CARAC	Nuorouracii cream 6%, Nuorouracii solullan, Imiquimod, PICATO, ZYCLARA
APIDRA	HUMALOG, NOVOLOG	CARDIZEM	dililazem ext-rel
ARMOUR THYROID	levolhyroxine, SYNTHROID		(oxcept generic CARDIZEM LA)
ARTHROTEC	celecoxib or dictofonae sodium, meloxicam or naproxen WITH esameprazole, lansoprazole, omaprazole, pantoprazole or DEXILANT	CARDIZEM CD	dililazem exf-rel (except generic CARDIZEM LA)
ASACOL HD	belsolazide, sulfasalazine,	CARDIZEM LA (and ils generics)	d exem exi-rel (except generio CARDIZEM LA)
Harlownin	sulfasalazina dalayad-rai, APRISO, LIALDA, PENTASA	CARNITOR	levocamiline
ASCENSIA STRIPS AND KITS 5	ONETOUCH ULTRA STRIPS AND KITS 3,	CARNITOR SF	levocamilina
Modification of the mine	ONETQUCH VERIO STRIPS AND KITS 3	CLINDAGEL	erythromycln solution
ATACAND, ATACAND HCT	candeserten, cendeserten-hydrochlorolhlazide,	clobalasol spray	clobelasol foam
	eproserten, libosarten, libesaiten- hydrochlorolhlezide, losorten, losorten-	CLOBEX SPRAY	clobelasol foam
	liydrochlorolhlazidə, talmisərtən, təlmisərləri hydrochlorolhlazidə, Valsarları, Valsarları-	COLAZAL	belselezide
	hydrochlorothlazida, BENICAR, BENICAR HCT	CONTOUR NEXT STRIPS AND KITS 5	ONETOUCH ULTRA STRIPS AND KITS 3, ONETOUCH VERIO STRIPS AND KITS 3
ATROVENT HFA	Iprairopium Inhalailon solviion, INCRUSE ELLIPTA, SPIRIVA	CONTOUR STRIPS AND KITS 3	ONETOUGH VERIO STRIPS AND KITS? ONETOUGH VERIO STRIPS AND KITS?
AVONEX	glalliamar, AUBAGIO, BETASERON, COPAXONE 40 MG, GILENYA, REBIF, TECFIDERA, TYSABRI	CRESTOR	alorvaslatin, fluvaslatin, fovaslatin, pravaslatin, rosuvaslatin, simvaslatin, VYTORIN
AXERT	naralriplan, rizniriplan, surnatriplan, zolmitriplan, ONZETRA XSAIL, RELPAX,	GYMBALTA	duloxellne, venlafazine, venlafazine ext-rel capsule, PRISTIQ
	ZEMBRACE SYMTOUCH, ZOMIG NASAL SPRAY	DAKLINZA	EPCLUSA (genolypes 2, 3), HARVONI (genolypes 1, 4, 5, 6)
AZELEX	adepalene, benzoył peroxide, clindemycin solulion, clindemycin- benzoył peroxide, erythromycin solulion, erythromycin-benzoył peroxide, tretinola,	DELZICOL	balsalazido, sullasalazino, sullasalazino delayed-rei, APRISO, LIALDA, PENTASA
BECONASE AQ	AČANYA, ATRALIN, BENZACLIN, DIFFERIN, EPIDUO, RETIN-A MIGRO, TAZORAG flunisolido, fluicasono, montelasono,	DETROL LA	darilenacin ext-rei, oxybutynin ext-rei, tollerodine, tollerodine oxt-rei, trospium, trospium ext-rei, MYRBETRIO, TOVIAZ,
BEGONNOETH	triamcinolone, DYMISTA	manufacture and the second sec	VESICARE
DENSAL HP	desonide, hydrocortisone	DEXPAK	dexemelhasone, melhylprednisolone, prednisone
BENZAC AC, BENZAC W	edepelene, benzoył peroxido, cjindamycin solulion, clindamycin- benzoył peroxido, enythromycin solulion, enythromycin-benzoył peroxido, (relinoln, ACANYA, ATRALIN, BENZACLIN, DIFFERIN, EPIDUO, RETIN-A MICRO, TAZORAC		candesailan, candesatlan-hydrochloroihlezide, eprosatlan, libesatlan, libesatlan- hydrochlotoihlezide, losatlan, losatlan- hydrochlotoihlezide, loimisatlan, telimisatlan- hydrochlotoihlezide, valsatlan, valsatlan- hydrochlotoihlezide, BENICAR, BENICAR HOT
BENZIQ	adapalana, banzoyi paroxida, clindamycin solullon, clindamycin- banzoyi paroxida, arythromycin solullon,		eszopicione, zolpidem, zolpidem ext-rel, zolpidem sublingual, BELSOMRA, SILENOR
	erythromycin-benzoyl peroxide, tretinoin, ACANYA, ATRALIN, BENZACLIN, DIFFERIN, EPIDUO, RETIN-A MICRO, TAZORAG		meloprolol succinale ext-rel WITH hydrochlorollilazide
BETAPACE, BETAPACE AF	solalol	DYRENIUM	amlloride
BREEZE 2 STRIPS AND KITS 5	ONETOUCH ULTRA STRIPS AND KITS 3, ONETOUCH VERIO STRIPS AND KITS 3		candesarian, candesarian-liydrochlorolhlazida, aprosarian, irbesarian, irbesarian- hydrochlorolhlazida, josarian, losarian-
bulalbital-ucolominophen-colleine capsulo	ergolamine-calleino, nareiripian, rizairipian, sumairipian, zoimiiripian, ONZETRA XSAIL, RELPAX, ZEMBRAGE SYMTOUCH, ZOMIG NASAL SPRAY		hydrochlorolhlazidə, ləlmisərləri, lelmisərləri- hydrochlorolhlazidə, vəlsərləri, vəlsərləri- hydrochlorolhləzidə, BENICAR, BENICAR HCT

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ORUG NAME(S)	PREFERRED OPTION(S)*	DRUG NAME(S)	PREFERRED OFT(ON(S)*
EDLUAR	eszopicione, zolpidem, zolpidem exi-rei,	GLUMETZA	melfornin, melformin ext-rol
E.E.S. GRANULES	201pldam subtingual, BELSOMRA, SILENOR orythromycins	HELIXATE IS	KOGENATE FS, KOVALTRY, NOVOEIGHT, NUWIQ
ENABLEX	darifonacin ext-rol, oxybutyrılın ext-rel, tollerodine, tollerodine ext-rel, trosplum,	INDOCIN	celecoxib, diclofenac sodium, meloxicam, naproxen
ERYPEO	trosplum ext. rel, MYRBETRIÓ, TÓVIAŽ, VESICARE erythromyclns	INNOPRAN XL	elenciol, cervedilol, meloprofol succinale ext-rol, meloprofol tartrete, nadokol, pladolol, proprenciol, proprenciol ext-rel, BYSTOLIC, COREG CR
ESTRING	ESTRACE CREAM, PREMARIN CREAM, VAGIFEM	INTERNIEZZO	eszopicione, zolpidem, zolpidem ext-rel, zolpidem sublinguel, BELSOMRA, SILENOR
EUFLEXXA	GEL-ONE, GELSYN-3, HYALGAN, SUPARTZ FX, VISCO-3	INTUNIV	emphelemine dextroemphelemine mixed sells ext-rel,
EVZIO	naloxone Injection, NARCAN NASAL SPRAY		guanfacine ext-rel, methylphanidale ext-rel,
EXFORGE	amlodipine-telmisadan, amlodipine-valşadan, AZOR		APTENSIO XR, QUILLIVANT XR, STRATTERA, VYVANSE
EXFORGE HCT	emlodipine-valseden-hydrochlorothlezide,	ISTALOL	Emolol maleale solution, BETIMOL
EXTAVIA	TRIBENZOR glatiramer, AUBAGIO, BETASERON, COPAXONE 40 MG, GILENYA, REBIF, TECFIDERA, TYSABRI	JALYN	dulaslerido-lamsulosin; dulaslerido or finoslerido PLUS elfuzosin ext-rel, doxozosin, lamsulosin, lerazosin, CARDURA XL, RAPAFLO
FANAPT	eripiprezoje, ciozapine, olanzapine, quellapine, dspaddone, ziprasidone, LATUDA,	KAZANO	JANUMET, JANUMET XR, JENTADUETO, JENTADUETO XR
	SEROQUEL XR, VRAYLAR	KLOR-CON/25	potessium chlorido liquid
FEMRING	ESTRACE CREAM, PREMARIN CREAM, VAGIFEM	KOMBIGLYZE XR	JANUMET, JANUMET XR, JENTADUETO, JENTADUETO XR
FETZIMA	duloxeline, venialexine, venialoxine ext-rei cepsule, PRISTIQ	LANOXIN TABLET (125 MCG and 250 MCG only)	digoxin
FIORICET CAPSULE	ergolamino-calleino, narairipian, rizairipian, sumairipian, zoimiliripian, ONZETRA XSAIL, RELPAX, ZEMBRACE SYMTOUCH,	LESCOL XL	alorvaslalin, fluvaslalin, lovaslalin, pravaslalin, เจรบงอรโลโเก, simvaslalin, VYTORIN
**	ZOMIG NASAL SPRAY	LEVITRA	CIALIS
FIRST TESTOSTERONE	lesiosierono gol 2%, Androderm, androgel 1.62%, axiron	LIPITOR	aloryaslatin, fluvaslatin, lovaslatin, pravaslatin, rosuvastatin, simvastatin, VYTORIN
fluorouracii craam 0.5%	fluorouracii cream 5%, fluorouracii solullon, Imkquinrod, PICATO, ZYCLARA	LIVALO	alorvaslalin, fluvaslalin, fovaslalin, pravaslalin, rosuvaslalin, simvaslalin, VYTORIN
FMLLIQUIFILM	dexamelhesone, prednisolone acetale 1%, DUREZOL, FLAREX, FML FORTE,	LUNESTA	oszopicione, zolpidem, zolpidem ext-rei, zolpidem sublingual, BELSOMRA, SILENOR
	FML S.O.P., LOTEMAX, MAXIDEX, PRED MILD	MACRODANTIN	nitrofurantoin
FORTAMET	melformin, melformin ext-rel	Malzim LA	dilliøzem ext-rel (except generic CARDIZEM LA)
FORTESTA	lesloslerone gel 2%, ANDRODERM, ANDROGEL 1.62%, AXIRON	MENEST	estradiol, estropipale, PREMARIN
FOSAMAX PLUS D	elendronale, ibendronale, risedronale,	MENOSTAR	estradiol
FOSRENOL	ATELVIA caklum acelale, PHOSLYRA, RENVELA,	MIACALGIN INJECTION	alendronale, calcilonin-salmon, ibandronale, risadronale, ATELVIA, FORTEO, PROLIA, TYMLOS
	VELPHORO	MIAGALCIN NASAL SPRAY	celcilonin-salmon
FREESTYLE STRIPS AND KITS 5	ONETOUCH ULTRA STRIPS AND KITS 3, ONETOUCH VERIO STRIPS AND KITS 3	MICARDIS, MICARDIS HCT	cendeseden, cendeseden-hydrochlorolhlozide, eproseden, libeseden, libeseden-
FROVA	nerelipien, rizelipien, sumelipien, zolmilipien, ONZETRA XSAIL, RELPAX, ZEMBRACE SYMTOUCH, ZOMIG NASAL SPRAY		kydrochiorobilazide, losartan, losartan- hydrochiorobilazide, telmisertan, telmisartan- hydrochiorobilazide, veisartan, veisartan- hydrochiorobilazide, BENICAR, BENICAR HCT
GELNIQUE	dadienacin ext-rel, oxybulynin ext-rel, tollerodine, tollerodine ext-rel, trosplum, trosplum ext-rel, MYRBETRIO, TOVIAZ,	MILLIPRED	doxemelhasone, melhylprednisolone, prednisone
	VESICARE	MINOCIN	mlnocyclina
GENOTROPIN	HUMATROPE, NORDITROPIN	MONOVISC	GEL-ONE, GELSYN-3, HYALGAN, SUPARTZ FX, VISCO-3
GLEEVEC	Imatinib masylata, BOSULIF, SPRYCEL		OOI UNITELY! AIGOOD

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ppu/o 31-32/g/gi	PREFERRED OPTION(S)	DRUG NAME(S)	PREFERRED OPTION(S)
DRUG NAME(S) NAPRELAN	colecoxib, diciofonac sodium, meloxicam,	PREFEST	estradiol-norelhindrone, PREMPHASE,
HARMELAN	паргохеп	111-1-3-27	PREMPRO
NATESTO	lesioslerone gel 2%, ANDRODERM, ANDROGEL 1.62%, AXIRON	PRENATAL PLUS	generic prenotal vitamins, CITRANATAL
NESINA	JANUVIA, TRADJENTA	PREVACID	osomoprazola, lansoprazola, omeprazola, panloprazola, DEXILANT
NEUPOGEN	ZARXIO	PROTONIX	osomeprozole, lansoprozole, omeprazole, penloprozole, DEXILANT
NEXIUM	esomeprazole, lansoprazole, omeprazole, panloprazole, DEXILANT	PROTOPIC	lacrollmus, ELIDEL
NILANDRON	bicelutemide, XTANDI, ZYTIGA	PROVENTIL HFA	levalbulerol tertrale, PROAIR HFA, PROAIR RESPICLICK
NITROMIST	nilioglycadn iingual spray, nilioglycadn subiingual, NITROLINGUAL	QNASL	flunisolide, fluticasone, mometesone, Irlemcinolone, DYMISTA
NORITATE	melionidezole, FINACEA, SOOLANTRA	OSYMIA	BELVIO, BELVIO XR, CONTRAVE, SAXENDA
NORVASC	amlodipine .	and the second s	dexemelhasone, methylprednisolone,
NOVACORT	desonide, hydrocodisone	RAYOS	prednisone, monty-produstrion,
NOVO NORDISK NEEDLES .	BD ULTRAFINE NEEDLES	RELION INSULIN	HUMULIN INSULIN, NOVOLIN INSULIN
NUTROPIN AQ	HUMATROPE, NORDITROPIN	RELISTOR	MOVANTIK
OLEPTRO	trazodona	RHINOCORT AQUA	flunisoʻido, fiulicasone, mometasone,
OLUX-E	clobalasol foam		IrlamcInolone, DYMISTA
OLYSIO	HARVONI (genolypes 1, 4, 5, 6)	RIMSO-50	Consult doctor
OMNARIS	flunisolide, flulicasone, mometasone,	RIOMET	melformin, melformin ext-rel
OMNITROPE '	thamcinolono, DYMISTA HUMATROPE, NORDITROPIN	ROZEREM	eszopicione, zolpidem, zolpidem ext-rel, zolpidem sublingual, BELSOMRA, SILENOR
ONGLYZA	JANUVIA, TRADJENTA	SAIZEN	HUMATROPE, NORDITROPIN
ORTHOVISC	GEL-ONE, GELSYN-3, HYALGAN, SUPARTZ FX, VISCO-3	STRIANT	tesioslerone gel 2%, ANDRODERM, ANDROGEL 1.62%, AXIRON
OSENI	JANUMET, JANUMET XR, JENTADUETO, JENTADUETO XR	SURE-TEST STRIPS AND KITS 5	ONETOUCH ULTRA STRIPS AND KITS 3, ONETOUCH VERIO STRIPS AND KITS 3
OWEN MUMFORD NEEDLES	BD ULTRAFINE NEEDLES	SYNVISC, SYNVISC-ONE	GEL-ONE, GELSYN-3, HYALGAN, SUPARTZ FX, VISCO-3
OXYTROL	denlenacin ext-rel, oxybutynin ext-rel,	TANZEUM	TRULICITY, VICTOZA
	tollerodine, lollerodine ext-rel, trospium, trospium ext-rel, MYRBETRIQ, TOVIAZ,	TASIGNA	Imatinib mesylate, BOSULIF, SPRYCEL
	VESICARE		HARVONI (genotypes 1, 4, 5, 6)
PANCREAZE	CREON, VIOKACE, ZENPEP	TECHNIVIE	
PENNSAID .	diciofenae sodium, diciofenae sodium solulion, meloxicam, naproxen, VOLTAREN GEL	TESTIM	losloslarona gol 2%, ANDRODERM, ANDROGEL 1.62%, AXIRON
PERRIGO NEEDLES	BD ULTRAFINE NEEDLES	lesiosierone gel 1%7	lestosterone gel 2%, ANDRODERM, ANDROGEL 1,62%, AXIRON
PERTZYE	CREON, VIOKACE, ZENPEP	TOBI	labramycin inhalation solution, BETHKIS
PEXEVA	clialopram, escitalopram, fluoxetine, paroxetine,	TOBI PODHALER	lobramycin inhalation solution, BETHKIS
	paroxeline ext-rel, sertraline, FLUOXETINE 60 MG, TRINTELLIX, VIBRYD	TRICOR	fenolibrale, fenolibric acid
PLAVIX	clopidogral, BRILINTA, EFFIENT	TRIGLIDE	fenofibrale, fenofibric acid
PLEGRIDY .	glallramer, AUBAGIO, BETASERON,	TRILIPIX	fenofibrale, fenofibric acid
LEGNIDI	COPAXONE 40 MG, GILENYA, REBIF,	TRIVIDIA INSULIN SYRINGES	BD ULTRAFINE INSULIN SYRINGES
- CHINANA	TECFIDERA, TYSABRI warfarin, ELIQUIS, XARELTO	TRUETEST STRIPS AND KITS 6	ONETOUCH ULTRA STRIPS AND KITS 3,
PRADAXA PRECISION XTRA STRIPS AND KITS *	ONETOUCH ULTRA STRIPS AND KITS 3,	TRUETRACK STRIPS AND KITS 5	ONETOUCH VERIO STRIPS AND KITS 3 ONETOUCH ULTRA STRIPS AND KITS 3,
Andrew and the second	ONETOUCH VERIO STRIPS AND KITS 3	Wellefor away tale	ONETOUCH VERIO STRIPS AND KITS 3
PRED FORTE	doxemelhasone, prednisolone acetale 1%, DUREZOL, FLAREX, FML FORTE,	TUDORZA	INCRUSE ELLIPTA, SPIRIVA
	FML S.O.P., LOTEMAX, MAXIDEX, PRED MILD	ULTIMED INSULIN SYRINGES 6	BD ULTRAFINE INSULIN SYRINGES
000000400		ULTIMED NEEDLES 4	BD ULTRAFINE NEEDLES
PREFERAOD	geneda prenalel vitemins, CITRANATAL	UROXATRAL	elfuzosin exi-rei, doxezosin, temsulosin, terezosin, CARDURA XL, RAPAFLO

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DRUG NAME(S)	PREHERRED OPTION(S)	DRUG NAME(S)	PREFERRED OPTION(S)
VALCYTE	valganciclovit	VOGELXO	lestoslerone gel 2%, ANDRODERM, ANDROGEL 1.62%, AXIRON
VANOXIDE-HC	acyclavir, valocyclovir adapalene, benzoyi peroxide, clindemycin solulion, clindemycin-benzoyi peroxide, erythromycin solulion, erythromycin- benzoyi peroxide, irelinoin, ACANYA, ATRALIN, BENZACLIN, DIFFERIN, EPIDUO, RETIN-A MICRO, TAZORAC	XENAZINE XOPENEX HFA ZEGERID	leirabenozino Jevelbuleroi larirale, PROAIR HFA, PROAIR RESPICLICK esomeprazole, larisoprazole, ameprazole, panloprazole, DEXILANT
vontofoxine ext-rel tablet (except 225 MG)	duloxeline, venlalaxine, venlalaxine ext-rel cepsule, PRISTIQ	ZETONNA ZETONNA	HARVONI (genatypes 1, 4, 5, 6) flunisoilde, fluücasona, mometasona, (damcinosona, DYMISTA
VENLAFAXINE EXT-REL TABLET (except 225 MG) VENTOLIN HFA	duloxoline, veniefexine, venialexine ext-tel capsule, PRISTIQ levalbulerol laṭirale, PROAIR HFA,	ZONEGRAN	carbamazepine, carbamazepine extrol, gebepenlin, jamolrigine, lamolrigine extrel, levolirecolom, levelirecolom extrel,
VIAGRA	PROAIR RESPICLICK CIALIS .		oxcarbazepkie, phenobarbilal, phenyloin, phenyloin sodium extended, tiegabine, topiramale, valproic acid, zonisamide,
VIEKIRA PAK VIEKIRA XR	HARVONI (genolypes 1, 4, 5, 6) HARVONI (genolypes 1, 4, 5, 6)		FÝCOMPÁ, OÁTELLAR XR, TROKENDI XR, VIMPAT
VITAFOL-ONE	generic prenatal vitamins, CITRANATAL	ZYFLO, ZYFLO CR	ntontelukost, zafirlukast



You may be responsible for the full cost of certain non-formulary products that are removed from coverage. Please check will your plan sponsor for more information.

FOR YOUR INFORMATION: Generics should be considered the first line of prescribing. This drug list represents a summary of prescription coverage. It is not all-inclusive and does not guarantee coverage. New-to-market products and new variations of products already in the marketplace will not be added to the formulary immediately. Each product will be evaluated for clinical appropriationess and cost-effectiveness. Recommended additions to the formulary will be presented to the CVS Geremark National Pharmacy and Therapeutics Committee (or other appropriate reviewing body) for review and approval, in most instences, a brand-name drug for which a generic product becomes available will be dosignated as a non-preferred option upon release of the generic product to the market. Specific prescription benefit plan design may not cover certain products or categories, regardless of their appearance in this document. The member's prescription benefit plan may have a different copay! for specific products on the list. Unless specifically indicated, drug list products will include all dosage forms. This list represents brand products in CAPS, branded generics in upper- and lowercase illates, and generic product in lowercase illates. Generics listed in therapeutic categories are for representational purposes only. Listed products may be available generically in cortain strongths or dosage forms. Dosage forms on this list will be consistent with the category and use where listed, Log in to your, caremark, com to check coverage and copay! Information for a specific medicine.

An exception process may exist for specific clinical or regulatory circumstances that may require coverage of an excluded medication.

- * The preferred options in this list are a broad representation within there paulio categories of available treatment options and do not necessarily represent clinical equivalency,
- § Generics are available in this class and should be considered the first line of prescribing.
- Copayment, copay or coinsurance means the amount a member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the belence, if any, paid by a Plan.
- ² Listing does not include generic CARDIZEM LA.
- 3 A ONETOUCH blood glucose meter may be provided at no charge by the manufacturer to those individuals currently using a meter other than ONETOUCH. For more information on how to obtain a blood glucose motor, call: 1-800-588-4456.
- 4 Coverage may be altered or copay! amounts may very based on the condition being treated (e.g. psoriasis).
- ONETOUCH brand leat strips are the only preferred options.
- BD ULTRAFINE syringes and needles are the only preferred options,
- 7 Listing reflects the authorized generics for TESTIM and VOGELXO.

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SECTION TWO

9.14.2017

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October 2017

Brand Medications Requiring Use of Generics First

You can save money by using safe, effective generic medications when possible. According to your prescription benefit plan, you will have to try one or two generic medication(s) first* before certain brandname medications will be covered. The chart below shows you which drugs require the use of generics first. This chart only provides a sample list of generic drug options and may not include all drugs available.

Drug Class Condition Treated**	Step 11: Yournayhave to try one or two 'of these generiomed gallone tirst	Stap 2: Before you can by a telefiliese branchiame drugs:
AGE Inhibitors/Angiotensin II Receptor Antagonists (ARBs)/ Direct Renin Inhibitors/ Combinations* High Blood Fressure	amlodipine-benazepril benazepril/benazepril HCTZ candesartan/candesartan HCTZ captopril/captopril HCTZ enalapril/enalapril HCTZ eprosertan fosinopril/fosinopril HCTZ lrbesartan/irbesartan HCTZ lisinopril/lisinopril HCTZ losartan/losartan HCTZ olmesartan/olmesartan HCTZ quinapril/quinapril HCTZ ramipril telmisartan/telmisartan HCTZ trandolapril trandolapril-verapamil ext-rel valsartan/valsartan HCTZ	Edarbyclor Tekturna/Tekturna HCT
Acnortapical Skin	benzoyl peroxide clindamycin solution clindamycin-benzoyl peroxide erythromycin solution erythromycin-benzoyl peroxide sulfacelamide sodium	Acanya Aczone Azelex Clindagel Fablor Riax Tretin-X
Benigni Prostatio Hyperplasia- Alpha Blockers Prostate	alfuzosin ext-rel doxazosin dutasteride dutasteride-tamsulosin finasteride tamulosin terazosin	Cardura XL Rapaflo
Bisphasphonales/Combinations Osleoporosis	alendronate Ibandronate risedronate	Binosto Fosamax Plus D





October 2017

Orng Class Condition Treated ⁴	Step 1k Yourneyhave to thy one or two 'of the sogeneric medicallors field:	Stap 2: Beineyouwantiyore of litese branchrane dings.
COX+2:Ininibitors(Nonsteroidal Anti-Inflammatory (NSAIDs)) Combinations [†] Raimanduluffammation	celecoxib diclofenac sodium/misoprostol fenoprofen 400 mg ibuprofen meloxicam naproxen/naproxen ext-rel (Additional generic NSAIDs available)	Cambia Duexis fenoprofen 200 mg Fenoriho 200 mg Flector Nalfon Tivorbex Vivlodex Zipsor Zorvolex
Filorates Hilgh Triglycerides	fenofibrate fenofibric acid gemfibrozii	Triglide
HMG-CoA Reductase Inhibitors (HMGs or Statins)/Combinations Filigh Cholesteral	amlodipine-atorvastatin atorvastatin ezetimibe-simvastatin fluvastatin lovastatin niacin ext-rel pravastatin simvastatin	Altoprev Livalo
Nasal/Steroids/Combinations Allergles	flunisolide fluticasone mometasone triamcinolone	Beconase AQ Dymista Nasonex Omnaris Qnasi Zetonna
Ophthalmic/Prostaglandins Glaucoma	bimaloprost sol 0.03% latanoprost	Lumigan Travatan Z Zioptan
Proton Pump Inhibitors (PPIs)* Slomach Acid	esomerprazole lansoprazole delayed-rel omeprazole delayed-rel pantoprazole delayed-rel rabeprazole	Dexilant Prilosec Packets Protonix Packets





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Diring Class Condition Tingalou ⁽¹⁾	Step 13 Yearnay have looky one on twe foll those genericance deallors that:	Step 24 Before you can my orceof these brandsome drups:
Solontive Sorotonin Agonists/ Combinations Migraine	almolriptan eletriptan frovatriptan naratriptan rizatriptan sumatriptan zolmitriptan	Alsuma Onzelra Xsall Sumavel Dosepro Treximet
Serotoriin Narepineplivine Reuptake Intiibitors (SNRIs) Depression	desvenlafaxine succinate duloxeline delayed-rel venlafaxine/venlafaxine ext-rel	Felzima Irenka Khedezla
Selective Serotonin Reuptake Inhibitors (SSRIs) Depression	citalopram escitalopram fluoxetine fluvoxamine/fluvoxamine ext-rel paroxetine/paroxetine ext-rel sertraline	Pexeva Trintellix Viibryd -
Sleeping Agents Insomnia/Sleep Problems	eszopicione zaleplon zolpidem/zolpidem ext-rel zolpidem suglingual	Belsomra Edluar Rozerem Silenor Zolpimist
Urinary Antispasmodics* Overautive Bladder/Incontinence	darlfenacin ext-rel oxybutynin/oxybutynin ext-rel tolterodine/tolterodine ext-rel trospium/trospium ext-rel	Geinique Myrbetriq Oxylrol Tovlaz Vesicare

^{*}Please note. A member's Plan determines whether the member must try one or two generics before a brand name drug is allowed in select drug classes.

Discuss this information with your doctor or health care provider, CVS Caremark® assumes no liability for the information provided or for any diagnosis or treatment made in reliance thereon, nor is it responsible for the reliability of the content.

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^{**}This list indicates the common uses for which the drug is prescribed. Some medicines are prescribed for more than one condition. Brand-name drugs not listed here may be covered by your plan without the use of a generic first, information provided here is not a substitute for medical advice or treatment.