

AGREEMENT

between

THE MONMOUTH COUNTY SHERIFF,

THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS

-and-

**MONMOUTH COUNTY SUPERIOR SHERIFF'S OFFICERS,
FOP LODGE NO. 121**

January 1, 2023 through December 31, 2025

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PREAMBLE

THIS AGREEMENT, effective as of the first day of January 2023, is by and between the Monmouth County Sheriff (“Sheriff” or “Employer”), the Monmouth County Board of County Commissioners (“County” or “Employer-Funding Agent”), and the Monmouth County Superior Sheriff’s Officers, FOP Lodge No. 121 (“Association” or “FOP”), and is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees who are within the negotiations unit (“employees”) in order that more efficient and progressive public service may be rendered.

ARTICLE 1
RECOGNITION

Section 1. The Sheriff and the County hereby recognize the Association as the sole and exclusive majority representative within the meaning of the New Jersey Employer-Employee Relations Act (“Act”), N.J.S.A. 34:13A-1, et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees in the classification of Sheriff’s Officer Sergeant and Sheriff’s Officer Lieutenant. All other titles are excluded from the negotiations unit.

ARTICLE 2
UNION SECURITY

Section 1. Dues. Although it is understood that Association membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee falling within the scope of the recognition clause in Article 1 of this Agreement may elect to join the Association. Upon receipt of a lawfully executed written authorization from an employee, the Employer-Funding Agent will deduct Association dues, fees and assessments from that employee's pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the officials designated by the employee in writing to receive such deductions. The Association shall notify the Employer-Funding Agent in writing of the exact amount of dues, fees and assessments to be deducted. An employee may revoke his or her authorization to deduct Association dues, fees and assessments in accordance with current New Jersey law.

Section 2. Indemnification. The Association agrees to indemnify and hold the Employer-Funding Agent and the Sheriff harmless against any and all claims, suits, orders or judgments brought or issued against the Employer-Funding Agent with regard to any actions taken in furtherance of this Article.

ARTICLE 3
ASSOCIATION RIGHTS

Section 1. The Association President, or a designee, shall have the right to visit the facilities of the County or Sheriff as necessary in order to represent or service employees covered by this Agreement. These visitation rights shall not interfere with work operations or security measures.

Section 2. The Association shall be allocated forty (40) days of paid leave per year for attendance at FOP meetings, seminars, conventions and law enforcement funerals within New Jersey. Leave pursuant to this provision shall be granted upon written authorization submitted by the Association President to the Employer indicating the name or names of the individuals utilizing Association time and the date(s) on which their absence will be required, and the business-related purpose for which Association time is being used. This leave time shall be inclusive of any leave established by New Jersey law or regulation. Additionally, the Sheriff, or designee, may approve up to an additional ten (10) days per year of Association time provided the Association demonstrates a business-related need for same and the request will not result in overtime.

Section 3. In order to facilitate the scheduling of manpower, advance notice of the use of Association time shall be provided, and in the case of scheduled meetings, such advance notice shall be given at least five (5) days prior to the scheduled date of leave.

Section 4. Up to four (4) Association representatives shall be released from duty for such collective negotiations sessions as are mutually scheduled to take place during work time and shall suffer no loss in regular pay. One (1) Association representative shall be released from duty with pay to represent a negotiations unit member in a disciplinary interview, or to investigate or discuss a grievance, workplace-related complaint or other workplace issue. Up to

two (2) Association representatives shall be released from duty with pay to represent a negotiations unit member in a formal disciplinary hearing or grievance meeting with management. If the Association seeks to have any additional negotiations unit member(s) released from duty, if granted, Section 2 of this Article shall apply and Association leave time shall be charged.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the office of the Monmouth County Sheriff and the Monmouth County Sheriff's Law Enforcement Division, with all of the powers, authority and duties conferred and vested by the laws and constitution of the state of New Jersey, including, without limiting the generality of the foregoing, the following rights:

- (a) To the management, organization and administrative control of the Office of the Monmouth County Sheriff and the Monmouth County Sheriff's Law Enforcement Division;
- (b) To determine the standards of services offered and to direct the activities of employees;
- (c) To maintain the efficiency of operations and to implement such improvements in efficiency as deemed necessary, including management and direction of overtime practices and post assignments;
- (d) To determine the content of work assignments and the methods, means and personnel by which operations are to be conducted, including work and shift schedules and overtime assignments; and
- (e) To contract for or subcontract services.

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

Section 3. The parties recognize that during the course of the COVID-19 Public Health Emergency, the Sheriff's Department was required to adjust its usual operations for the health and safety of its personnel. The Association agrees that any such actions taken by the Sheriff

during the COVID-19 Public Health Emergency, or during any future public health emergency declared by the federal or state government, may not following the termination of that emergency be utilized by the Association as evidence of “past practice” in any future grievance, unfair practice or other legal challenge it may file with respect to the terms and conditions of employment. This provision shall not prohibit the Association from grieving or otherwise challenging an action taken by the Sheriff during the course of a future public health emergency as a violation of this Agreement or established past practice.

ARTICLE 5
STRIKES AND LOCKOUTS

Section 1. Neither the Association nor any of its officers, agents or employees shall instigate, promote, sponsor, engage in, or condone by any action any strike, slowdown, concerted work stoppage or any other intentional interruption of the operations of the Monmouth County Sheriff.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to secure equitable solutions to problems that may arise from time to time affecting employees as a result of the interpretation or application of this Agreement between the Employer and the Association.

Section 2. A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement.

Section 3. The Association shall process grievances in the following manner:

Step 1. The Association shall present the grievance in writing to the Undersheriff assigned to the Law Enforcement Division within ten (10) working days of its occurrence. The Undersheriff, or designee, shall, within ten (10) working days of the receipt of the written grievance, meet with the Association unless it is mutually agreed to extend the time for said meeting. The Undersheriff shall give the Association a written answer to the grievance within ten (10) working days after the date of such meeting.

Step 2. If the Association is not satisfied with the decision of the Undersheriff at Step 1, then the grievance shall be presented in writing to the Sheriff within ten (10) working days after the Step 1 response is given or due. The Sheriff, or designee, shall, within ten (10) working days of the receipt of the written grievance, meet with the Association unless it is mutually agreed to extend the time for said meeting. The Sheriff shall give the Association a written answer to the grievance within ten (10) working days after the date of such meeting.

In the event the grievance is not settled at Step 2 of this procedure, the Association may elect to proceed through procedures established by the Civil Service Commission, when available, or Step 3 of this grievance procedure. However, upon election of either the Civil Service procedure or Step 3 of this grievance procedure, the choice of the Association then becomes exclusive in nature and neither it nor the employee involved can avail themselves at a later time of the procedure not used.

Step 3. If the grievance is still unsettled, the Association may, within fifteen (15) days after the reply of the Sheriff is given or due, by written notice to the County's Director of Human Resources, request arbitration. Said arbitration shall be through the Public Employment Relations Commission, the expense of which shall be shared equally by the

Employer and the Association. All other expenses shall be borne by the party incurring them, provided, however, witnesses who are members of the negotiations unit shall be permitted to testify without loss of pay. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

ARTICLE 7
SALARY

Section 1. Employees shall receive the salaries set forth in Appendix A of this Agreement.

Section 2. Annual step increases shall survive the expiration of the Agreement on December 31, 2025.

Section 3. The parties acknowledge that on January 1, 2016, the County changed its pay cycle so that an employee's annual salary is now paid in 24 bi-monthly installments. Thereafter, the County is entitled to calculate an employee's annual salary based upon the actual number of work hours in any particular year.

Section 4. Employees must be on the payroll as of the date a Memorandum of Understanding ("MOU") accepting the terms set forth in this Article was ratified by the Association's membership to be eligible for any retroactive salary payments. If an employee is on an unpaid leave at the time of ratification by the Association, he or she will receive retroactive pay only if and when he or she returns to active duty and shall not be eligible for same if he or she never does so. Retroactive pay shall be issued as soon as is practicable, but in no event beyond 45 days after the MOU is both ratified by the Association's membership and adopted by the Board of County Commissioners.

ARTICLE 8
UNIFORM ALLOWANCE

Section 1. Any item of clothing damaged in the line of duty shall be replaced at no cost to the employee, payable on the last pay period of the year. However, there shall be no replacement payment if the employee has expended less than \$400.00 during the year for replacement of clothing or equipment. Any claim for replacement due to damage must be substantiated with proof of expenses in excess of the limit herein set.

Section 2. If the Employer mandates a change in uniforms, it shall supply employees with new uniforms pursuant to such change.

Section 3. At all times, employees shall be responsible for maintaining a full complement of uniforms and other required clothing and equipment, specifically including a dress jacket or blouse and cross-strap. In furtherance of the Sheriff's requirement that Sheriff's Officers must present a professional appearance at all times, the annual uniform allowance, starting in 2023, shall be \$1,250, which shall be paid in a lump sum in December of each year. For any employee who is not on the active payroll when the uniform allowance is paid, he or she shall receive the payment upon return to the active payroll. If an employee terminates his or her employment prior to the end of a calendar year, the Employer is entitled to a pro-rata refund of any excess allowance paid, which may be recouped from the employee's final paycheck.

Section 4. To the extent permissible by law, if (1) an employee was suspended, (2) was on a leave of absence with or without pay, (3) was on disability for thirty (30) consecutive days or more, or (4) was absent on workers' compensation leave for sixty (60) consecutive days or more, in the 365/366 day period between November 1 and October 31 preceding payment of the uniform allowance in December, the uniform allowance will be pro-rated accordingly. There will be no pro-rata adjustment for a suspension, a leave of absence with or without pay, or a

disability leave of less than thirty (30) consecutive days, or a workers' compensation leave of less than sixty (60) consecutive days.

Section 5. If prior to an employee's promotion into the Association, that employee already received payment of a uniform allowance pursuant to the PBA 314 collective negotiations agreement for a calendar year, he or she shall not be entitled to payment of the uniform allowance pursuant to this Agreement until the succeeding calendar year.

ARTICLE 9
COLLEGE INCENTIVE

Section 1. Since the Sheriff and County recognize the value of trained employees, they hereby agree to pay any employee covered by this Agreement fifty dollars (\$50.00) per college credit obtained while in the Sheriff's employ. Such credit must be from an accredited college in a course that will be of value to the person in the performance of his or her work. The County shall not provide any college incentive for life experience credits earned as a result of training paid for/provided by the County. No employee shall receive in excess of \$1,800 of additional annual compensation pursuant to this Article, except those employees who are earning in excess of this amount as of January 1, 2011, including those who are promoted into the negotiations unit at any time during the term of this Agreement, shall not have the amount of their compensation under this Article diminished. In such case, the college incentive will be limited to the amount earned of January 1, 2011. Beginning on January 1, 2011, payment is contingent on the successful completion of the course with the employee receiving a grade of "C" or higher.

Section 2. A committee consisting of representatives of the Sheriff, the County's Human Resources Department and the Association shall review and approve courses taken by the employee in advance of registration. Payment shall not be made without such prior approval.

ARTICLE 10
HOURS OF WORK

Section 1. The regular hours of work each day shall be consecutive, except for interruptions for meal periods and coffee breaks. A day shall consist of eight (8) hours at work. Said period shall include two (2) fifteen (15) minute breaks and a thirty (30) minute meal period.

Section 2. The work week shall consist of forty (40) hours. All workdays shall be consecutive in the week from Sunday through Saturday.

Section 3. Work schedules showing employee shifts, work days and hours shall be posted on the departmental bulletin board.

Section 4. Notwithstanding the provisions of Sections 1 and 2 of this Article, the Sheriff shall have the ability to institute shifts of four (4) ten (10) hour days per workweek, rather than the traditional five (5) eight (8) hour days per workweek, under the terms contained in a Memorandum of Understanding attached to this Agreement as an Appendix.

Section 5. The Employer shall provide at least ten (10) working days advance notice of permanent shift changes, except the event of emergent circumstances, the determination of which shall be in the sole discretion of the Sheriff.

ARTICLE 11
OVERTIME, CALL-IN AND COURT TIME

Section 1. Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours, but not including sick leave time, unauthorized absences or suspension time. The parties specifically recognize that sick leave does not count as hours worked for overtime (FLSA) purposes. Overtime must be approved by the Undersheriff assigned to the Law Enforcement Division, or designee.

Section 2. Compensation. Overtime work shall be compensated at the rate of one and one-half (1 and ½) times the employee's regular hourly rate of pay.

Section 3. Call-In Time. If an employee is called in or back to duty during time off, he or she shall be compensated at the rate of one and one-half (1 and ½) times the regular rate of pay for a minimum of four (4) hours or for all hours worked on the call-in. This minimum shall apply only when an employee is requested to report more than two (2) hours before the scheduled start of his or her regular assignment. This minimum shall not apply where an employee is requested to report two (2) hours or less prior to his or her regular duty assignment, in which case the employee will be compensated at overtime rates for the actual hours worked immediately prior to the start of the shift. The Employer reserves the right to assign additional duties to the employee if the original detail is completed in less than four (4) hours.

Section 4. Court Time. All off-duty, work-related court appearances shall be compensated at one and one-half (1 and ½) times the regular rate of pay for a minimum of two (2) hours, or for all actual hours required.

Section 5. Overtime Reduction. Each employee and the Association shall continue to exercise all reasonable means to reduce overtime demands within the Law Enforcement Division.

Section 6. Additional Assignments (Off-Duty Hours). When an employee is assigned to additional assignments during off-duty hours by a supervisor and it is necessary for a patrol vehicle to be used by the employee, pay (compensatory time) at the overtime rate will be made from the time the patrol vehicle is picked up by the employee at the Monmouth County Courthouse or Public Safety Center, and until the patrol vehicle is returned to its original location at the completion of the assignment. The employee shall check in and out of service with the 911 Communications Center.

When an employee has an official vehicle assigned and it is necessary to pick up the vehicle from one of the Freehold locations, the employee will receive pay (compensatory time) at the overtime rate from the time the employee arrives at the location of the detail and until the employee departs the detail.

When an employee has volunteered for an off-duty assignment and the County is being compensated for the employee's service by another municipality or company, where an employee's supervisor has approved the use of an official vehicle, the employee will not be compensated by the Employer for travel time to or from the assignment or to pick up or return the vehicle.

Section 7. Each employee shall have the option to cash-in accrued compensatory time twice annually, during the first week of June and the first week of November, up to a maximum of 120 hours per year. To be eligible, the employee shall provide the Sheriff with sixty (60) days' notice prior to June 1 and November 1 of his or her intent to cash-in compensatory time. Payments shall be made in the first pay period of July for the June cash-in and the first pay period in December for the November cash-in at the rate of pay in effect at the time of cash-in.

Section 8. Members of the Monmouth County Emergency Response Team (“MOCERT”) and/or Maritime Emergency Response Team (“MERT”) shall receive an annual \$500.00 stipend, which shall not be part of base pay but shall be paid as it is earned. At the employee’s option, he or she may receive an equivalent amount of compensatory time in lieu of cash payment, provided the request is received prior to the start of the year in which the stipend is to be earned. In such instance, the employee will not be entitled to switch back to cash payment until the start of the following year. This stipend shall immediately cease in the event an employee is no longer serving on the MOCERT or MERT and employees shall only be eligible for a total \$500.00 stipend even if they serve on both the MOCERT and MERT.

Section 9. Employees who do not use any sick time in a calendar year shall be credited with (2) additional “Sheriff’s Incentive” days off in the following calendar year. Requests to use such days shall be made at least seven (7) days in advance and may be denied if it will result in overtime. Sheriff’s Incentive days shall not carry over from year to year.

ARTICLE 12
INSURANCE

Section 1. It is agreed that the County will offer a medical point of service plan for employees covered by this Agreement, for which employees shall pay the Tier IV rates as set forth in P.L. 2011, c. 78. The parties agree that should an employee voluntarily waive all coverage under the County’s health plan, and provide proof of coverage from a source other than the County, or from a spouse who is also employed by the County, the County will waive the required contribution for the employee. Such employee contributions shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with New Jersey law.

Section 2. The traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

Section 3. Negotiations unit members, and those employees receiving benefits under the County temporary disability program, shall be provided with the prescription insurance plan established by the County. All existing prescription drug co-pays shall remain unchanged unless and until such time as these co-pays are increased for the County’s employees not represented for purposes of collective negotiations. If the County imposes such increases, negotiations unit employees shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

Non-Mail Order

Retail (brand)	\$20.00 (current \$20.00)
Generics	\$10.00 (current \$5.00)

90 days Mail Order

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

Section 4. The statutory compensation provided in N.J.S.A. 34:15-12(a) is recognized as controlling the issue of access to payment for employees on temporary disability leave. Except as specifically set forth herein, reimbursement for temporary disability leave of six (6) months or less shall be calculated to ensure that employees on such worker's compensation temporary disability leave will be paid the same amount of take home pay [net pay] as they were receiving prior to their disability leave. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply.

However, in the event an employee suffers a bodily injury directly attributable to the sworn law enforcement duties of a Sheriff's Officer, then an employee on temporary disability leave will be paid the same amount of take home pay [net pay] as he or she was receiving prior to his or her disability leave for a period of up to twelve (12) full months. Thereafter, the provisions of N.J.S.A. 34:15-12(a) shall apply. Any dispute whether an injury qualifies for this enhanced benefit may be resolved by the negotiated grievance procedure contained in Article 6 of this Agreement.

Notwithstanding all of the foregoing, if the County offers a greater worker's compensation benefit to its employees not represented for the purposes of collective negotiations, employees represented by the Association shall be entitled to an identical benefit.

Section 5. A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement and is incorporated herein.

ARTICLE 13
VACATIONS

Section 1. Each employee shall be entitled to annual vacation leave, depending upon years of service with the County, as follows:

YEARS OF SERVICE	VACATION
Up to one (1) year	1 day per month
2 nd through 5 th year	12 working days
6 th through 12 th year	15 working days
13 th through 20 th year	20 working days
21 or more years	25 working days

Section 2. Employees will be permitted to select their vacation among employees equal in rank. Selections shall be submitted not later than February 20th of each year for that calendar year. Thereafter, scheduling shall be done by the Employer.

Section 3. Seniority by rank in present assignment shall govern the scheduling of all vacations for employees covered by this Agreement. Whenever possible, scheduling should not be affected by scheduling for employees outside of the negotiations unit.

Section 4. Vacation carry-over will be permitted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. Approved vacation carry-over into a succeeding year must be used on or by April 1st of that succeeding year.

ARTICLE 14
PERSONAL LEAVE

Section 1. Each employee is entitled to (3) personal days per year. Except where the schedule does not permit, the Sheriff, or designee, shall allow personal days to be taken on that day. Except under emergency circumstances, all requests for personal days shall be made at least five (5) working days in advance, provided, however, the Sheriff, or designee, may relax the five (5) day advance notice requirement in his or her discretion so long as granting said request will not adversely affect available supervision.

Section 2. One (1) personal day may be carried over into the following year where there has been a denial of use of a personal day due to scheduling reasons.

ARTICLE 15
HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day (but see Section 4)
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Section 2. When a holiday falls during an employee's regularly scheduled day off, he or she shall receive one (1) extra day's pay at straight time.

Section 3. If an employee works on a holiday, he or she shall be paid at the rate of time and one-half (1 and ½) plus holiday pay.

Section 4. Any other holidays generally granted to County employees of by resolution of the Board of County Commissioners shall also be recognized as a paid holiday. Notwithstanding the foregoing, the parties recognize that at the time this Agreement was completed, the County advised it was considering a possible holiday swap of General Election Day for Juneteenth for its unrepresented employees starting no earlier than 2024. If the Board of County Commissioners decides to implement this holiday swap for unrepresented employees, the Association agrees to accept same without further negotiations. In such instance, the Board of County Commissioners shall further have the unilateral right to determine whether Juneteenth is celebrated on the federal or state holiday in years when the date of the Juneteenth holiday differs.

Section 5. Scheduling of any compensatory time off shall be governed by seniority in rank or title and shall be subject to the approval of the Undersheriff assigned to the Law Enforcement Division.

ARTICLE 16
DEATH IN FAMILY

Section 1. The Employer will grant up to five (5) days leave to an employee due to the death of an employee's parent, step-parent, spouse (including domestic or civil union partner), sibling, child or step-child.

Section 2. The Employer will grant up to three (3) days leave to an employee due to the death of a parent-in-law, grandparent, grandchild, foster child or other member of the employee's immediate household.

ARTICLE 17
TRAINING

Section 1. If the Employer assigns training programs for employees pursuant to state regulations or guidelines, participation in such programs shall be compensated pursuant to the overtime provisions contained herein, provided such training is required during an employee's non-scheduled duty time.

Section 2. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in voluntary training programs shall not be considered a part of the workday and shall not be compensated.

ARTICLE 18
NO WAIVER

Section 1. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement or to exercise one's rights pursuant thereto shall not be deemed a waiver thereof. This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the employees herein are entitled.

ARTICLE 19
FAMILY AND MEDICAL LEAVE

Section 1. The Association and all employees shall comply with County policy regarding Family and Medical Leave.

ARTICLE 20
DISCIPLINE

Section 1. An employee may be discharged, demoted or otherwise disciplined for just cause.

Section 2. An employee required to appear at a hearing to respond to disciplinary charges shall be given written notice of the hearing at least five (5) days prior to the hearing date. This notice shall list the specific charges to be heard and the anticipated extent of possible disciplinary action.

Section 3. The Association shall simultaneously be provided with the written notice required by Section 2, above, unless the employee waives such notice because he or she does not wish such notification to be made.

Section 4. An employee shall have the right to representation at any disciplinary hearing.

Section 5. An employee ordered or required to appear before the Employer, or any legitimate agent thereof, for interview or interrogation, and who has reason to believe that disciplinary charges may be brought against him or her as a result of said appearance, shall have a right to request and receive an Association representative prior to the commencement of the interview or interrogation.

Section 6. When any employee covered by this Agreement is suspended from employment as a result of being formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job, his or her County-funded health benefits shall cease after sixty (60) days following the date such charges result in a formal indictment, or as soon as practicable thereafter. Employees are obligated to provide the County with notice that an indictment has been issued within ten (10) days of receiving notice of same. The affected employee will then be offered COBRA benefits to the extent available under

County policy. This provision shall also apply to equivalent federal charges or charges filed in another state upon indictment for same, but shall not be applicable if there is a contrary County policy that would allow a non-union employee in like circumstances to maintain his or her County-funded health benefits. The provisions of N.J.A.C. 4A:2-2.10 shall apply with respect to an employee's potential entitlement to reimbursement of amounts expended to maintain his or her health care coverage in the event he or she is found not guilty at trial, the indictment is dismissed, or the prosecution is terminated.

ARTICLE 21
NON-DISCRIMINATION

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

Section 2. The Employer and the Association agree not to interfere with the right of employees to become or not become members of the Association, and further agree that there shall be no discrimination or coercion against any employee because of Association membership or non-membership.

Section 3. Grievances arising under this Article shall not be subject to binding arbitration pursuant to the negotiated grievance procedure, but instead shall be submitted to the appropriate administrative agency having jurisdiction over the subject matter of the complaint.

ARTICLE 22
CEREMONIAL ACTIVITIES

Section 1. In the event of a death of a law enforcement officer in another department within the state of New Jersey, the Sheriff will permit at least two (2) employees to participate in the funeral services for the deceased officer, to be selected by the Association President.

Section 2. The detail will be recorded as Association time pursuant to Article 3, Section 2 of this Agreement.

Section 3. The detail will be provided with a Sheriff's vehicle to be utilized for participation in the funeral service, if available.

ARTICLE 23
TERMS AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 2023 and shall continue in full force until its expiration date on December 31, 2025, or until a new Agreement is executed.


IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of _____ 2023.

MONMOUTH COUNTY SHERIFF

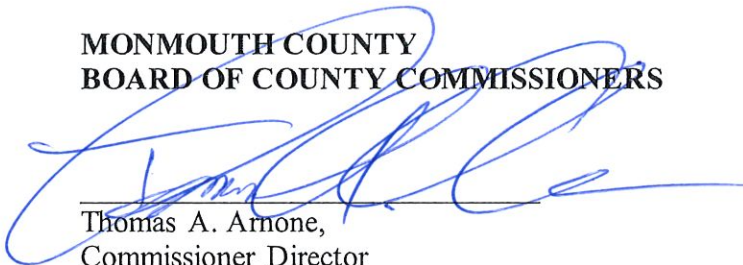
FOP LODGE NO. 121




Shaun Golden, Sheriff

 5/1/2023

**MONMOUTH COUNTY
BOARD OF COUNTY COMMISSIONERS**



Thomas A. Arnone,
Commissioner Director

 5-31-23

Teri O'Connor,
County Administrator

APPENDIX A (SALARY GUIDE)

Effective 2023, a new four (4) Sergeant step guide shall replace the old five (5) step guide, to read as follows:

SGTS:	2022 (old)	2023	2024	2025
Step 1	129,190	N/A	N/A	N/A
Step 2	134,337	<u>New1</u>	138,031	141,827
Step 3	139,484	<u>New2</u>	143,320	147,261
Step 4	144,631	<u>New3</u>	148,608	152,695
Step 5	149,777	<u>New4</u>	153,896	158,128
LTS:	165,843	170,404	175,090	178,929

Employees will transition on the guide as follows: Step 1 employees in 2022 will go to New Step 1 in 2023, New Step 2 in 2024, and so forth. Step 2 employees in 2022 will go to New Step 2 in 2023, New Step 3 in 2024, and so forth. Step 3 employees in 2022 will go to New Step 3 in 2023, New Step 4 in 2024, and so forth. Step 4 employees in 2022 will go to New Step 4 in 2023, which is the top step.

Additionally, the seven (7) Sergeants who were promoted in February 2022 shall receive a one-time bonus payment of \$1,000, not to be included in base salary, within 45 days after this Agreement has been executed by the parties.

NOTE: The provision in the prior Agreement providing that “[s]tep movements for Sergeants shall take place on January 1 each year of the Agreement, except that an employee at Step 1 of the salary guide shall not be entitled to move to Step 2 unless and until he or she has served at the rank of Sergeant for at least four (4) months, in which case the employee will move to Step 2 on the first January 1st thereafter,” has been removed from the Agreement. Step movement for all negotiations unit personnel shall take place on January 1st of each year. The parties recognize that the Sheriff retains the managerial discretion to determine the timing of all promotions.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is acknowledged this ____ day of December 2014 by the Monmouth County Sheriff's Office ("Sheriff"), the County of Monmouth ("County"), and FOP Local 121 ("FOP").

RECITALS

WHEREAS, the Sheriff, County and FOP are party to a Collective Negotiations Agreement that sets forth certain provisions relating to work schedules; and,

WHEREAS, the parties mutually agree that a modification to these provisions is necessary and warranted for the efficient operations of the Sheriff's Office and is in the best interests of the Sheriff's Officers ("Officers") represented by the FOP; and,

WHEREAS, the parties wish to set forth the terms of this modification in writing.

NOW, THEREFORE, the Sheriff, County, and FOP do hereby agree as follows:

- 1. Officers assigned to the Court Operations Section.**
 - a. The Sheriff shall have the ability to give Officers assigned to the Court Operations Section the option to work a 4 day on, 3 day off work schedule (the "4/3 schedule"), which shall require those Officers to work a ten (10) hour work day, rather than the standard eight (8) hour work day. All other Officers will remain on the current 5 day on, 2 day off work schedule (the "5/2 schedule"). The Sheriff shall have the managerial discretion to determine the number of Officers he wishes to assign to the 4/3 schedule, if any, provided, however, no Officer shall be required to work a 4/3 schedule. The Sheriff shall have the right, for cause, to deny an Officer the opportunity to work a 4/3 position.

- b. The Sheriff shall, in his sole prerogative, establish the days of the week and the daily hours of work required for each 4/3 position available. For example, the Sheriff may determine that one 4/3 position available will have normal working days and hours of Monday, Tuesday, Wednesday, and Friday from 8:00 A.M. to 6:00 P.M., while another position will have normal working days and hours of Tuesday, Wednesday, Thursday and Friday from 7:00 A.M. to 5:00 P.M. The Sheriff's discretion in this area includes, but is not limited to, requiring that all Officers working a 4/3 schedule in the Court Operations Section be scheduled to work on Fridays. Unless otherwise chosen by the Sheriff, the choice of available days shall be selected based on seniority.
- c. An Officer serving in a 4/3 position may request to return to a 5/2 schedule, however, the Officer may be required to remain on the 4/3 schedule for a period of up to ninety (90) days after the request is received in the Sheriff's discretion. If such a request is granted, the Sheriff may, in his sole discretion, declare that Officer ineligible to work a 4/3 position in the future.
- d. If Officer assigned to a 4/3 schedule is formally disciplined for violating the Sheriff's rules and regulations governing tardiness and attendance, in addition to any discipline that may be imposed, that Officer may be removed from the 4/3 schedule and placed back on the 5/2 schedule.
- e. Officers on the 4/3 Schedule may be assigned to either the Court Security Bureau or the Courthouse Detention and Transportation Bureau. The

parties agree that Officers working a 4/3 schedule may be assigned to a variety of functions and/or assignments based on the needs of the Sheriff and at his sole discretion, including, but not limited to, posts in probation offices, court security, the Hall of Records, prisoner transportation, and so forth.

2. Officers assigned to the Warrant/Fugitive Bureau.

- a. The Sheriff shall have the managerial prerogative to direct that some or all of the Officers assigned to the Warrant/Fugitive Bureau must follow a 4/3 schedule.

3. Additional Matters Governing All Officers on 4/3 Schedules.

- a. Training Classes. The parties agree that if an Officer on a 4/3 schedule attends a week-long training class, that Officer will revert back to a 5/2 schedule for that week. If a training class does not last an entire week, the Officer may remain on a 4/3 schedule, but must account for his/her time. For example, if a class is eight (8) hours, the Officer must return to work for the remaining two (2) hours that day, or use leave time.
- b. The parties acknowledge that while Officers are allotted a certain number of days off pursuant to their Collective Negotiations Agreement, they are eligible to utilize that time in hourly increments. Such days off include, but are not limited to, vacation days, personal days, and sick days. Except as specifically set forth herein, all such days will continue to be calculated based upon an eight (8) hour work day. For example, if an Officer is contractually entitled to twenty (20) vacation days a year, he or she will

receive one-hundred sixty (160) vacation hours for the year regardless of whether the Officer works a 4/3 schedule or a 5/2 schedule. Therefore, if an Officer on a 4/3 schedule uses vacation, sick or other leave time to take an entire day off, except for personal leave time, he or she must use ten (10) hours of that leave time to do so. However, with respect to personal leave time only, if an Officer on a 4/3 schedule uses such time to take an entire day off, he or she will only be charged for eight (8) hours of personal leave time and will not be required to use his or her own time for the remaining two (2) hours. Instead, those two (2) hours shall be recorded as approved, paid administrative leave time.

- c. When a contractually-recognized holiday falls within a work week, the Sheriff may direct some or all of the Officers on the 4/3 schedule to revert back to a 5/2 work schedule. If the Sheriff, in his managerial prerogative, determines not to do so, and maintains the 4/3 schedule during a holiday week, Officers shall have the entire holiday off and shall not be required to use any vacation, personal or compensatory time for that day.
- d. The Sheriff shall have the managerial prerogative to offer a 4/3 schedule to Officers assigned to other units not specifically named in this Memorandum, provided, however, that no such Officer shall be required to work a 4/3 schedule.
- e. The Sheriff retains the unilateral right to terminate this Memorandum for operational reasons, however, before doing so he shall provide at least thirty (30) days notice except in case of emergency.

- f. The parties agree to meet and discuss in good faith any issues that may arise with respect to the implementation of this Memorandum, and agree to work together to resolve any disputes that may arise thereunder.
- g. Any action required to be taken by the Sheriff pursuant to this Memorandum may be handled by a designee.
- h. This Memorandum shall be attached as an Exhibit to the 2014-2017 Collective Negotiations Agreement between the parties and incorporated therein.

Date: 2-26-15

FOP Local 121

By: [Signature] Pres. FOP 121
 Vincent Giglio
 Monmouth County Sheriff's Office

Date: 3/5/15

By: [Signature] 3/5/15
 County of Monmouth

Date: 3/4/15

By: [Signature]
 Special Constable

ATTACHMENT A - AGREEMENT

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

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

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

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

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

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

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

HEALTH CARE PLAN MODIFICATIONS

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

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

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

PHARMACY PLAN MODIFICATIONS

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

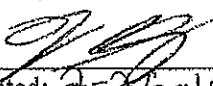
2. The County may implement "step therapy" procedures when, within a specific therapy class, multiple drugs are available to treat the same condition. In such instance, a patient will be required to first try clinically effective generic or lower-cost brand medications, before "stepping-up" to a higher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

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

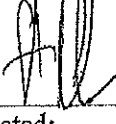
4. The County may implement a "prior authorization and quantity duration" policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For drugs that are not needed every day such as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

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

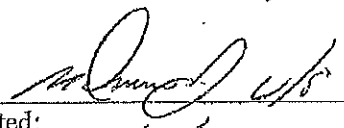
For the Association:

Vincent Giglio

Pres. FOP 121
Dated: 2-26-15

For the County of Monmouth:


Steven Heim, Special Constable
Dated: 3/4/15

For the Monmouth County Sheriff


Dated: 3/5/15