

AGREEMENT

Between

THE MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS

-and-

MANAGEMENT ASSOCIATION  
(DIVISION OF SOCIAL SERVICES)

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January 1, 2019- December 31, 2022

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## **PREAMBLE**

This Agreement (“Agreement”) is by and between the Monmouth County Board of Chosen Freeholders (“Employer” or “County”), and the Management Association (“Union”), and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1**  
**RECOGNITION**

**Section 1.** The County recognizes the Union as the sole and exclusive representative of employees of the County at the Monmouth County Department of Human Services, Division of Social Services (“Agency”) in a unit of unit of management employees, permanent and provisional, in the following titles, but excluding clerical/professional employees, confidential employees, managerial executives, police, and blue collar employees:

**Administrative Supervisor, Income Maintenance**  
**Administrative Supervisor, Social Work**  
**Assistant Administrative Supervisor, Income Maintenance**  
**Assistant Administrative Supervisor, Social Work**  
**Training Supervisor**

**Section 2.** Any new title authorized for use by the Employer at the Agency will be negotiated for inclusion or exclusion from the negotiations unit. In the event that agreement between the Employer and Union is not reached on a particular title, that title will be excluded from the negotiations unit pending resolution by the New Jersey Public Employee Relations Commission (“PERC”).

**ARTICLE 2**  
**UNION SECURITY**

**Section 1.** The Employer agrees to deduct monthly, from the pay of each employee who furnishes a written authorization for such deduction, in a form acceptable to the Employer, the amount of monthly union dues. Monthly union dues shall be such amount as may be certified to the Employer by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made.

**Section 2.** Deduction of the union dues made pursuant to this Article shall be remitted by the Employer to the Union by the tenth (10<sup>th</sup>) day of the month following the calendar month in which such deductions were made, together with a list of employees from whose pay such deductions were made, by mailing same to the Union at P.O. Box 921, Freehold, NJ 07728.

**Section 3.** The Union shall indemnify and hold the Employer harmless against any and all such claims, suits, orders, or judgments brought or issued against the Employer arising out of any of the provisions of this Article.

**Section 4.** Up to four (4) authorized Union representatives shall be released from duty for such collective negotiations sessions as are mutually scheduled to take place during working hours and shall suffer no loss in regular pay.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

**Section 1.** The Employer retains and reserves unto itself all of the rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the state of New Jersey.

**Section 2.** All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, subject to limitations imposed by law, except as they are specifically abridged or modified by this Agreement.

**Section 3.** The Employer retains the responsibility to promulgate and enforce rules and regulations governing the conduct and activities of employees, subject to limitations imposed by law and so long as they are not inconsistent with the express provisions of this Agreement.

**Section 4.** The Employer shall establish reasonable and necessary written rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

**ARTICLE 4**  
**PERSONNEL PRACTICES AND DISCIPLINARY ACTION**

**Section 1.** Each employee may review the contents of his or her personnel file upon request and may authorize a Union representative to be present while reviewing his or her personnel file. Any such request must be made in writing and a representative of the Employer must be present at all times during any such review. An employee shall have the right to respond to any document in that employee's personnel file within thirty (30) working days of its receipt by the employee. A response shall be directed to the appropriate party and shall be included in the employee's personnel file.

**Section 2.** Employees shall be given a copy of all memorandums and other documents that are to be included in the personnel file. This provision shall not apply to routine records, such as attendance records. Additionally, employees will be afforded the opportunity to initial all documents of a disciplinary nature prior to placement in the personnel file.

**Section 3.** If an employee is suspended without pay for more than thirty (30) days, his or her County-funded health benefits shall cease, provided the County institutes the same policy for its unrepresented employees. Any such employee shall be offered continuation coverage through COBRA to the extent eligible.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**Section 1. Purpose.** The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to the problems that may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of management. However, if such discussion involves a matter within the definition of a “contractual grievance,” any resulting grievance shall be processed only through the Union.

**Section 2. Definitions.** The term “grievance” shall mean an allegation that there has been: (1) a misinterpretation or misapplication of the terms of this Agreement that is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a “contractual grievance,” or (2) the inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Agency which shall be processed up to and including the Director of the Department of Human Services (“Department Director”), and shall hereinafter be referred to as a “non-contractual grievance.”

**Section 3. Presentation of a Grievance.** The Employer agrees that at each step of the grievance procedure there shall be no loss of pay for the time spent in presenting the grievance by the grievant and one (1) Union representative.

**Section 4. Steps of the Grievance Procedure.** The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement:



### **STEP 1**

The grievant shall present a written grievance to the Director of the Division of Social Services (“Division Director”) within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after the grievant would reasonably be expected to know of its occurrence. Failure to act within fifteen (15) days shall be deemed to constitute an abandonment of the grievance. The Division Director shall render a written decision within ten (10) working days after receipt of the grievance.

### **STEP 2**

Should the grievant disagree with the decision of the Division Director, the grievant may, within five (5) working days, submit a statement to the Department Director as to the issue in dispute. The Department Director shall review the decision of the Division Director together with the disputed areas submitted by the grievant. The grievant and/or the Union representative may request an appearance before the Department Director, who will render a written decision within twenty (20) working days after the matter has been reviewed. If the decision involves a non-contractual grievance, the decision of the Department Director shall be final.

### **STEP 3**

(a) Any unresolved contractual grievance, except matters involving appointment, promotion or assignment or matters within the exclusive province of the New Jersey Civil Service Commission (“Civil Service Commission”), may be appealed to arbitration only by the Union. The Union must file the request for arbitration within twenty (20) working days after the receipt of the written decision of the Department Director on the grievance or lack thereof.

(b) Nothing in the Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) Where applicable, the grievant may pursue the Civil Service Commission procedure or the grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected.

(d) The arbitrator shall be selected on a case-by-case basis from the members of the arbitration panel maintained by PERC.

(e) The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

(f) The decision or award of the arbitrator shall be final and binding on the Employer, Union, and grievant to the extent permitted by and in accordance with applicable law and this Agreement.

(g) The arbitrator may prescribe an appropriate back pay remedy when a violation of this Agreement is found, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except no award may be made that exceeds the authority of the Employer.

(h) The arbitrator shall have no authority to prescribe a monetary award as a penalty for violation of this Agreement.

(i) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement. The arbitrator shall confine any decision solely to the interpretation and application of this Agreement and to the precise issue submitted for arbitration. The arbitrator shall have no authority to determine any other issues not so submitted nor shall observations or declarations of opinions which are not essential in reaching this determination be submitted.

(j) The costs and services of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

(k) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

(l) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible and shall issue a decision, in writing, within thirty (30) days after the close of the hearing.

(m) Grievance resolutions or decisions at Steps 1 through 3 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence as to the prior conduct of the other party.

## **ARTICLE 6** **SALARY**

**Section 1.** A salary chart comprising minimums for each title within the negotiations unit is attached to this Agreement as Appendix A.

**Section 2.** Employees in the negotiations unit, and were employed by the Employer in a negotiations unit position on December 31, 2018, each shall receive a flat base pay wage increase of \$600, followed by a base wage percentage increase of 2.50%, effective January 1, 2019.

**Section 3.** Employees in the negotiations unit, and were employed by the Employer in a negotiations unit position on December 31, 2019, each shall receive a flat base pay wage increase of \$600, followed by a base wage percentage increase of 2.50%, effective January 1, 2020.

**Section 4.** Employees in the negotiations unit, and were employed by the Employer in a negotiations unit position on December 31, 2020, each shall receive a flat base pay wage increase of \$600, followed by a base wage percentage increase of 2.50%, effective January 1, 2021.

**Section 5.** Employees in the negotiations unit, and were employed by the Employer in a negotiations unit position on December 31, 2021, each shall receive a base wage percentage increase of 2.5%, effective January 1, 2022. There shall be no reconsideration of this increase via a reopener or other method regardless of any contractual agreement the County may reach with other represented employees at the Agency with respect to compensation in 2022.

**Section 6.** Consistent with current practice, employees must be on the payroll as of the date a Memorandum of Agreement (“MOA”) accepting the terms set forth in this Article was ratified by the Union’s membership to be eligible for any retroactive salary payments. If an

employee is on an unpaid leave, 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 MOA is both ratified by the Union's membership and adopted by the Board of Chosen Freeholders.

**Section 4.** 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.

**ARTICLE 7**  
**PROMOTIONS AND DEMOTIONS**

**Section 1.** Promotions. Employees who are promoted or reclassified to another title with a higher salary range shall have their salary adjusted so that it provides an increase in pay of three percent (3%) over their present salary or increased to the entry level salary for the new title, whichever is greater.

**Section 2.** Demotions. If an employee is subsequently appointed to another title with a lower salary range, his or her salary will be reconstructed, or equalized, on the basis of the employee's previous employment record.

**Section 3.** In the event that a promotional increase results in an employee earning more than any previously promoted employee or employees in the same title, the Union may bring this issue, in writing, to the attention of the County and, upon request of the Union, the parties will meet to discuss same. In the event that the parties agree to any changes, they shall be reduced to writing.

**ARTICLE 8**  
**HOURS OF WORK, OVERTIME AND EMERGENCY STANDBY**

**Section 1.** All full-time employees agree to work a thirty-five (35) hour week. The normal work week shall consist of five (5) consecutive seven (7) hour days, Monday through Friday.

**Section 2.** Overtime is subject to the provisions of Procedure Bulletin No. 110-1, dated May 8, 1989, and as revised to exclude managers.

**Section 3.** In the event of inclement weather, employees may leave their areas of work early at the discretion of the County Administrator.

**Section 4.** Emergency standby time. The parties agree to abide by the terms set forth in a separate memorandum of understanding issued on this subject. However, the County shall have the right to deny employees compensatory time in lieu of a cash payment at its sole discretion.

**ARTICLE 9**  
**TEMPORARY ASSIGNMENT**

**Section 1.** When an employee works in a higher classification at the request of the employer for a period of five (5) or more consecutive days, the employee may receive an increase in pay of three percent (3%) over his or her present salary or increased to the entry level salary for the new title, whichever is greater, for the time of the assignment. This includes Union members who are temporarily handling the duties of senior non-union management. Temporary assignments and higher pay for such assignments are not automatic.

**Section 2.** In the event of a break due to an emergency closing, holiday or authorized sick leave, the employee shall be paid at the higher rate for the days actually worked, the holiday and any emergency closing, but excluding sick leave.



**ARTICLE 10**  
**EXTENDED HOURS PROGRAM**

**Section 1. Management Rights.** The Employer reserves to itself the complete authority, power and duty to establish, maintain, modify and terminate an Extended Hours program; and the same is reserved to designate such of its agents as it deems necessary to exercise its authority to administer, manage and supervise the program.

**Section 2. Continuation of Terms of Employment and Benefits.** Except as modified by the specific terms of this Agreement, all terms and conditions of employment applicable to employees participating in the Extended Hours program and remaining in effect at the conclusion of the program's experimental status shall continue in full force and effect.

**Section 3. Employee Participation.** Employee participants shall be sought on an annual basis, commencing June of each year, by requesting interested employees to submit a showing of interest in participating in the Extended Hours program. Employee selection shall be made by August of each year and extended hour service shall commence September of each year, or, in the case of additional participation, within a reasonable time after posting is completed.

If there are an insufficient number of volunteers who meet the criteria of a job assignment, qualified volunteers with work experience in the job assignment, including volunteers from another office site, may be considered for selection. In the continuing event that there is insufficient employee participation on a volunteer basis, the Employer retains the right to appoint any qualified employee to participate in the Extended Hours program. Every effort shall be made to avoid involuntary assignment of unit members for the Extended Hours program.

It is understood that participation in the Extended Hours program shall be for a one-year period of commitment. A participating employee may withdraw from participation only if there

are serious, extenuating circumstances that would make continued participation a hardship to the employee.

The Employer may deny participation or discontinue participation of an employee for administrative or performance reasons, including, but not limited to, the following: disciplinary history, poor evaluations, performance, attendance, reasonable needs of the unit, promotions, demotions, transfers, reassignments, or extended leaves with or without pay.

**Section 4. Hours of Work.** The schedule of employment hours for participants within a pay period shall be seven working days of 8:30 a.m. to 4:30 p.m. and two working days of 8:30 a.m. to 8:00 p.m. (extended days) on the same day of each week, comprising a total of seventy (70) work hours in a pay period. The immediate supervisor will approve the scheduled day off and forward it to the Extended Hours administrator for final approval. If there is a conflict over scheduling the day off, seniority with the Employer shall be the deciding factor.

Participant meal breaks on extended days shall be completed no later than 4:30 p.m., except in unusual circumstances when approved by the Extended Hours administrator and the Administrator. A participant shall be entitled to an additional fifteen (15) minute break on extended days.

**Section 5. Absences.** The Union and the Employer both recognize that attendance on extended days is critical to the success of the program and it is understood that participant use of all forms of leave time on those days is discouraged and may require verification. If a participant must be absent on an extended day, the immediate supervisor and the Extended Hours administrator must be notified as soon as the absence is known.

- (a) Personal, Sick and Vacation Days. Personal days may be utilized on extended days only in emergent circumstances and will be charged at the rate of 1½ days

each. Sick and vacation days taken on extended days will be charged at the rate of 10½ hours each.

- (b) Jury Duty. A participant scheduled for jury duty on an extended day shall report to work at the conclusion of court proceedings. A participant scheduled for jury duty on a scheduled day off will receive an alternate day off.

**Section 6. Holidays.** When a holiday falls on a scheduled day off, the regular work day as near to the holiday as possible will be utilized as the holiday, subject to supervisory approval. When a holiday falls on an extended day, the employee shall be entitled to his or her regularly scheduled day off during that pay period.

**Section 7. Emergency Closings.** Emergency closings affecting participants in the Extended Hours program shall be handled in accordance with the following:

- (a) Closing on a Scheduled Day Off. If the Agency is closed the whole day, another day off shall be scheduled. If the Agency is closed for only part of a day, a participant shall receive credit for the number of hours closed, unless the Agency is “closed with a skeleton crew,” in which case no alternate hours will be credited.
- (b) Closing on an Extended Hours Day. If the Agency is “closed with a skeleton crew” on an extended hours day, participants serving as part of the skeleton crew shall receive compensatory time on an hour-for-hour basis. In all cases of closing on an extended hours day, participants shall be entitled to their regularly scheduled day off.

**Section 8. Renewal.** The terms and conditions of the Extended Hours program shall not be changed during the life of this Agreement, unless the Employer, at its discretion, terminates the Extended Hours program. In such instance, then the Employer and Union agree to reopen this Agreement to explore options. Posting of notices shall occur in June of each year.

**Section 9. Union Input.** The Union shall be consulted and given the opportunity to provide input regarding specific client services and related support prior to the annual posting of available extended hours openings as well as the development of a written program description and procedures for the Extended Hours program. Division Administrators affected by the Extended Hours program shall be notified of those non-unit employees who have volunteered to participate in the Extended Hours program and, prior to appointment, given an opportunity to provide input to the Division Director on issues relating to the impact on Agency work flow, productivity and participant ability. Division Administrators supervising participants shall be consulted on the issue of scheduling the tenth (10<sup>th</sup>) day off.

**ARTICLE 11**  
**HOLIDAYS**

**Section 1.** The following days are paid holidays:

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

**Section 2.** When a holiday falls on a Saturday, it will be celebrated the preceding Friday.

When a holiday falls on a Sunday, it will be celebrated on the following Monday.

**Section 3.** Employees shall be granted any additional days declared to be holidays by proclamation of the Governor of New Jersey or by the Monmouth County Board of Chosen Freeholders. This provision shall not apply to emergency or other special purpose closings.

**ARTICLE 12**  
**VACATIONS**

**Section 1.** Vacation leave for full-time employees is granted and earned in accordance with the following schedule:

<u>Years of Service</u>	<u>Days Earned Per Year</u>	<u>Days Earned Per Month</u>
1 <sup>st</sup> – 5 <sup>th</sup>	12	1
6 <sup>th</sup> – 12 <sup>th</sup>	15	1 ¼
13 <sup>th</sup> – 20 <sup>th</sup>	20	1 ⅔
21 <sup>st</sup> onward	25	2 1/12

During the first calendar year of employment an employee must actually earn vacation leave before utilizing it. Vacation leave for permanent or provisional part-time employees will be pro-rated.

**Section 2.** Vacation leave must be taken during the current calendar year at such time as permitted or directed by the Employer, unless it has been determined that it cannot be taken. Any unused vacation may be carried forward into the next succeeding year only. Any carryover of unused vacation leave must be approved by the Employer and must be taken on or by March 31<sup>st</sup> of the following year, or the time will be lost to the employee. Vacation leave may be taken in quarter-hour increments.

**Section 3.** Earned, but unused vacation leave will be paid upon separation from employment.

**Section 4.** Employees will be credited for a year of service for calculating the vacation leave benefit established in Section 1 of this Article no matter when during the year the employee began his or her County employment.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

**Section 1. Sick Leave.** All full-time employees will be granted sick leave at the rate of one (1) day per month, or major fraction thereof, during the first (1<sup>st</sup>) calendar year of employment. Thereafter, an employee shall receive fifteen (15) sick leave days per year, which shall be cumulative. During the first (1<sup>st</sup>) calendar year of employment an employee must actually earn sick leave before utilizing it. Sick leave for permanent or provisional part-time employees will be pro-rated.

**Section 2. Personal Leave.** Providing reasonable notice is given to the Employer, and subject to the discretion of the Division Director, each full-time employee will be entitled to take three (3) personal leave days during a calendar year. Employees will be entitled to four such days after the tenth (10<sup>th</sup>) year of employment. Employees hired on or after January 1, 2010, shall not be entitled to the fourth (4<sup>th</sup>) personal day. Permanent or provisional part-time employees shall receive one (1) personal day each year. Personal leave shall not accrue from year to year. Personal leave may be taken in quarter-hour increments.

**Section 3. Bereavement Leave.** Employees shall be granted five (5) days off with pay in the event of the death of a parent, step-parent, spouse, civil union or domestic partner, sibling, child, or step-child. Employees shall be granted three (3) days off, with pay, in the event of the death of a member of the immediate family, defined as a parent-in-law, grandparent, grandchild, foster child or other member of the employee's immediate household. The Employer reserves the right to verify the legal relationship of the decedent to the employee.

**Section 4. Unpaid Leave.** Leave without pay may be granted at the discretion of the Employer for permanent employees. Such leave may not be granted for a period in excess of six (6) months at any one time, nor exceeding one (1) continuous year, except for educational leave,

which may not exceed two (2) consecutive years. A written statement from the employee explaining why such leave is requested and the dates the proposed leave will begin and end shall be submitted to the Employer. In no event shall leave be granted for an employee to accept outside employment, except to work for the Union. An employee granted a leave of absence without pay shall have sick, vacation and personal leave credits reduced at the same rate as earned.

**Section 5. Voluntary Leave Donation.** There shall be a voluntary leave donation program that follows the requirements established by the Civil Service Commission. This section shall not be subject to the grievance procedure.

**Section 6. Family and Medical Leave.** Employees may be entitled to leave under the federal Family and Medical Leave Act (“FMLA”) and/or the New Jersey Family Leave Act (“FLA”). Employees agree to be bound by the provisions contained in the County's family/medical leave policy and shall be required to use earned or accrued leave time during FMLA/FLA leave if the County's policy so requires.



**ARTICLE 14**  
**MEDICAL BENEFITS**

**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 4 rate 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, the County will waive the required contribution for the employee. Such employee contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with state law.

**Section 2.** The County shall continue to maintain a traditional indemnity medical insurance program, as is currently provided on a self-insured basis. However, any employee opting to participate in such program shall be responsible for a portion of the premium costs and made through automatic payroll deductions. The County shall continue to calculate the employee portion of the premium as previously agreed-upon with the Union, however, the portion of the premium costs for which the employee shall be responsible shall in no event be less than the Tier 4 rate as set forth in P.L. 2011, c. 78. Such employee contribution shall be placed by the County into an IRS type 125 cafeteria plan so that it shall be tax free for Federal tax purposes, in accordance with state law.

**Section 3.** The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders and attached hereto, shall continue to apply, and the County's traditional indemnity medical insurance program shall not be offered nor available to employees hired on July 1, 1994 or thereafter.

**Section 4.** 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 members shall also be subject to these increases, provided, however, that co-pays shall not exceed the following:

Non-Mail Order

<b>Retail (brand)</b>	<b>\$20.00 (current \$20.00)</b>
<b>Generics</b>	<b>\$10.00 (current \$5.00)</b>

90 days Mail Order

<b>Retail (brand)</b>	<b>\$15.00 (current \$15.00)</b>
<b>Generics</b>	<b>\$5.00 (current \$0.00)</b>

**Section 5.** Part-time employees are eligible for health benefits coverage if they work and receive, on a continuous basis, a salary based on a minimum of thirty (30) hours weekly. Temporary employees are not eligible for these benefits.

**Section 6.** Employees and their spouses who are currently on Medicare will not be eligible for reimbursement of their Medicare premium.

**Section 7.** Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The terms and conditions of an employee's entitlement to any enhanced benefits due to a work-incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

**Section 8.** A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement as an Appendix and is incorporated herein.

## **ARTICLE 15** **RETIREMENT**

**Section 1.** Any permanent employee shall be entitled upon retirement from the Public Employees' Retirement System to receive a lump sum payment for earned and unused sick leave. The payment shall be one-half of the eligible employee's daily rate of pay for each day of earned and unused sick leave based upon the average compensation received during the last year of his or her employment prior to the effective day of retirement, to a maximum of \$15,000.00. This benefit shall also apply to negotiations unit members who die while still employed with the County. In such instance, payment will be made to the estate of deceased employee. This provision shall be subject to any further limitations that may be established by New Jersey law or applicable regulation.

**Section 2.** An employee who has incurred or shall incur a break in service as a result of a separation due to layoff shall be credited with sick leave accrued both before separation and after return to employment. An employee incurring a break in service for any other type of separation shall have his or her sick leave computed from the date of return to employment.

**Section 3.** Any employee who elects a deferred retirement benefit shall not be eligible for such payment. This payment shall not affect any pension benefits under any other statute. In the event of the employee's death within one (1) year after the effective date of retirement, but before payment has been made, payment shall be made to the employee's estate.

**Section 4.** To the extent provided by law, and subject to Freeholder Resolution #94-267, the Employer will pay for health insurance for employees who retire with twenty-five (25) years service or under a disability retirement.

**ARTICLE 16**  
**AUTOMOBILE EXPENSES**

**Section 1.** An employee who is authorized and required to use his or her personal automobile for the Employer's business shall be paid \$0.44 per mile, which will be paid after the filing of a monthly voucher. This rate will be adjusted during the future years of the Agreement to reflect any increase in the general County mileage rate.

**ARTICLE 17**  
**LEGAL REPRESENTATION**

**Section 1.** The Employer extends to all members of the negotiations unit the same rights and benefits enjoyed by state employees under N.J.S.A. 59:10A-3, with the exception that the duty and authority of the Attorney General described in that statute shall be exercised by the Employer under the direction of the Monmouth County Counsel.

**Section 2.** The Employer's insurance coverage will not only pay damages or claims, but will also defend an employee in court if he or she acts negligently within the scope of his or her employment.

**ARTICLE 18**  
**EQUAL TREATMENT**

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

**Section 2.** Alleged violations of this Article by either the Union or the Employer shall be pursued before the appropriate administrative or judicial forums, rather than through the Grievance Procedure contained in Article 5 of this Agreement.

**ARTICLE 19**  
**BARGAINING CLAUSES AND RENEWAL**

**Section 1.** The parties agree that they have fully bargained and agreed upon all the terms and conditions of employment, which shall not be changed during the life of this Agreement.

**Section 2.** If any of the provisions of this Agreement should be held invalid by operation of law or regulation by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal or appropriate administrative agency pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**Section 3.** This agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing, at least ninety (90) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

**Section 4.** In the event that any negotiations unit composed of any employees in the Department of Human Services is granted any improvement in health benefits, mileage reimbursement or other fringe benefits, and that improvement is also an improvement over what is granted to the Union, if the Union is interested in having a similar benefit for its members, then it shall have the right to meet with the County to discuss the matter by making a written request. Any such request will clearly state the requested change and the reasons therefor.

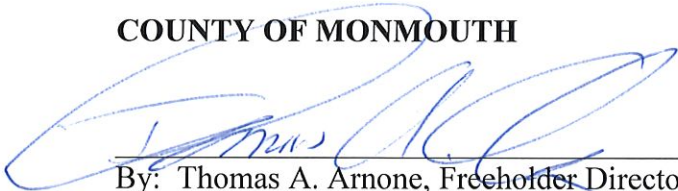
**Section 5.** The Employer shall offer a tuition assistance and reimbursement plan to negotiations unit members to the same extent and under the same conditions as generally offered by the County to its non-represented employees.

**ARTICLE 20**  
**DURATION**

This Agreement shall be effective January 1, 2019 and shall continue in force and effect until December 31, 2022.

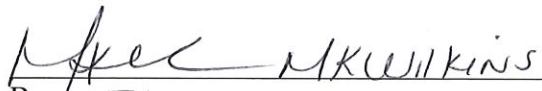
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its fully authorized representatives this \_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY OF MONMOUTH**

  
By: Thomas A. Arnone, Freeholder Director

  
By: Teri O'Connor, County Administrator

**MANAGEMENT ASSOCIATION**

  
By: President Management Association



**APPENDIX A**  
**SALARY MINIMUMS**

The following are the minimum salaries for each job title:

<b>Administrative Supervisor, Income Maintenance</b>	<b>\$78,244</b>
<b>Administrative Supervisor, Social Work</b>	<b>\$78,244</b>
<b>Assistant Administrative Supervisor, Income Maintenance</b>	<b>\$74,000</b>
<b>Assistant Administrative Supervisor, Social Work</b>	<b>\$74,000</b>
<b>Training Supervisor</b>	<b>\$74,000</b>

APPENDIX B

RES. # 94-267

RESOLUTION ADOPTING POLICY CONCERNING THE COUNTY'S  
SELF-FUNDED HEALTH CARE BENEFIT PLAN OPTIONS FOR  
RETIREES

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

Freeholder HANDLIN offered the following  
resolution and moved its adoption:

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

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

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

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

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

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

P2 → BE IT FURTHER RESOLVED that employees who have fifteen (15) or more but less than twenty five (25) years of service in a state recognized pension system and that employees who have fifteen (15) or more but less than twenty five (25) years of continuous service with Monmouth County on June 30, 1994 will when they retire with twenty five (25) or more years of service be able to opt for health benefits at no cost either in the County's Self-Funded Indemnity Plan or in the County's Self-Funded Point-of-Service Plan.

P3 → BE IT FURTHER RESOLVED that employees who have less than fifteen years of service in a state recognized pension system and that employees who have less than fifteen years of continuous service with the County on June 30, 1994 will be entitled to health benefits at no cost only in the County's Self-Funded Point-of-Service Plan and said retirees will (not) have the option to purchase the County's Self-Funded Indemnity Plan.

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

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

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

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

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

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

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

In the Negative: None

Abstain: None

Absent: None

CERTIFICATION

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

*[Handwritten Signature]*

CLERK

## APPENDIX C

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

**NOW, THEREFORE, BE IT RESOLVED** that the Union agrees that the County shall have the right to implement any or all the following changes to its health care and pharmaceutical plans in its discretion at any time on or after August 1, 2014, so long as no such changes are implemented for Union employees until such time as they are simultaneously implemented for the County's non-represented employees;

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

**BE IT FURTHER RESOLVED** that the foregoing changes shall not affect the benefits of any person who has retired prior to the date this Agreement and a memorandum of agreement for a successor collective negotiations agreement is ratified by the parties.

### 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.

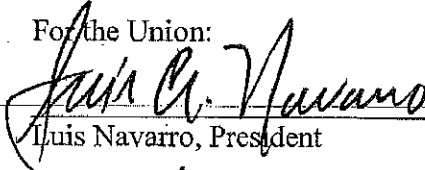
### PHARMACY PLAN MODIFICATIONS

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.
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.

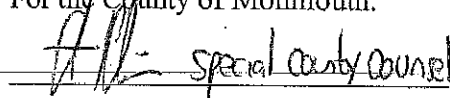
**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized officers.

For the Union:

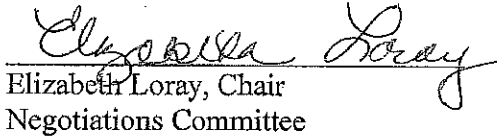
  
Luis Navarro, President

Dated: 4/21, 2014

For the County of Monmouth:

  
Special County Counsel

Dated: 4/21, 2014

  
Elizabeth Loray, Chair  
Negotiations Committee

Dated: 4/17, 2014