

**AGREEMENT**

**BETWEEN**

**THE MONMOUTH COUNTY PROSECUTOR**

**THE COUNTY OF MONMOUTH**

**AND**

**PBA LOCAL NO. 256**

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**JANUARY 1, 2020 THROUGH DECEMBER 31, 2022**

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**PREAMBLE**

This Agreement (“Agreement”) is by and between the **MONMOUTH COUNTY PROSECUTOR** (“Prosecutor” or “Employer”) and **PBA LOCAL NO. 256** (“Association”). The parties acknowledge the **Monmouth County Board of Chosen Freeholders** (“County” or “Employer-Funding Agent”) is the funding agent to this Agreement.

**ARTICLE I**  
**RECOGNITION**

The Prosecutor hereby recognizes the Association as the sole and exclusive majority representative, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., (“Act”), for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all sworn County Investigators employed by the Prosecutor, but excluding the Chief of Detectives (“Chief”), Deputy Chief of Detectives (“Deputy Chief”), Captains, Lieutenants, Sergeants, managerial employees, confidential employees within the meaning of the Act, craft employees, confidential employees, professional employees, all non-police and all other employees.

**ARTICLE II**  
**UNION DUES**

**Section 1**

The Employer agrees to deduct Association dues from the salaries of each employee who is a member of the Association under this Agreement when authorized in writing to do so by that Association member. Individual authorization forms shall be filed by the Association with the Employer-Funding Agent.

**Section 2**

The amount of monthly Association membership dues will be certified by the Association President in writing to the Employer and the amount so certified shall be uniform for all members of the Association.

**Section 3**

The form permitting the deduction of dues shall provide notice to such employee that he/she may withdraw from the Association on January 1 or July 1 of each year, provided said employee gives notice of withdrawal to the County at least thirty (30) days in advance of his/her desire to withdraw, or alternatively an employee may withdraw from the Association in accordance with the procedures set forth in the Workplace Democracy Enhancement Act, P.L. 2018, c. 15.

**Section 4**

The Association agrees that it will indemnify and save harmless the Prosecutor and the County against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter regarding dues deductions under this Article.

**ARTICLE III**  
**WORK SCHEDULES**

**Section 1**

The standard weekly work schedule for all employees covered by this Agreement shall consist of forty (40) hours per week, eight (8) hours per day, exclusive of a one-half (½) hour meal period, and inclusive of two (2) fifteen (15) minute breaks.

**Section 2**

The Prosecutor shall have the right to schedule the hours of work in the workweek and to vary the daily or weekly work schedule consistent with the needs of the Monmouth County Prosecutor's Office ("MCPO"). The Prosecutor will make every effort to provide at least 48 hours advance notice to an employee of any intended change in his or her work schedule, except in the event of emergent circumstances, which shall be in the sole discretion of the Prosecutor.

**ARTICLE IV**  
**OVERTIME**

**Section 1**

The Employer shall compensate overtime at the rate of time and one-half (1 and ½ ) of straight time pay to all employees covered by this Agreement for time worked in excess of forty (40) hours per week. Sick leave shall not count as hours worked for overtime purposes.

**Section 2**

Each employee shall have the individual discretion as to whether to be compensated for each overtime period worked in either paid overtime or compensatory time off (“CTO”) (calculated at the time and one-half rate). If an employee elects to receive CTO, it shall be used within the sole discretion of the employee subject only to prior Employer approval. All CTO exceeding one hundred sixty (160) hours at any one time shall be compensated as paid overtime.

**Section 3**

Each employee shall have the option of cashing in up to eighty (80) hours of accumulated CTO each year. This amount shall not exceed eighty (80) hours per year regardless of the compensatory time bank used. Said time shall be cashed in at said employee’s then hourly rate. The eighty (80) hour total annual amount may be cashed in up to twice a year with thirty (30) days advance notice, in any increment of twenty (20) hours or greater.

**Section 4**

Whenever an employee is called out by the Employer to physically respond, either before or after normal working hours, he/she shall receive a minimum of two (2) hours call out compensation for each call out. Call out compensation, where applicable, shall be paid at the appropriate rate provided for by this Article.



## **Section 5**

As the maximum accumulation of CTO will go from 240 hours to 160 hours effective upon adoption of this Agreement, in order to allow for a smooth transition employees shall have until December 15, 2020 to schedule and use any CTO in excess of 160 hours, with any unused CTO in excess of 160 hours paid out in cash as soon as practicable thereafter. Additionally, any employee with excess CTO may request to cash that time out in an amount up to 80 hours at any time until November 30, 2020.

**ARTICLE V**  
**VACATIONS**

**Section 1**

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

<b><u>YEARS OF SERVICE</u></b>	<b><u>VACATION TIME</u></b>
Up to one (1) year	1 day for each month worked
2 <sup>nd</sup> through 5 <sup>th</sup> year	12 working days
6 <sup>th</sup> through 12 <sup>th</sup> year	15 working days
13 <sup>th</sup> through 20 <sup>th</sup> year	20 working days
21 or more years	25 working days

**Section 2**

Employees will be credited for a year of service in determining time served for their vacation time no matter when an employee began his or her employment during a calendar year.

**Section 3**

Seniority shall govern the scheduling of all vacations for employees covered by this Agreement.

**Section 4**

An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance earned in the current year pro-rated upon the number of months worked in the calendar year in which the separation becomes effective.

**Section 5**

If an employee dies having a credit of any annual vacation leave, the Employer shall calculate and pay to the employee's estate a sum of money equal to the earned vacation leave based upon on the employee's salary rate at the time of death, pro-rated as above.

**Section 6**

Employees on a leave of absence without pay do not accrue vacation benefits.

**Section 7**

Vacations not granted in a calendar year due to the needs of the Prosecutor or for extraordinary reasons beyond an employee's control may be carried over to the following calendar year with the Prosecutor's permission. Such carry-over must be scheduled for use and used by April 1<sup>st</sup> of the succeeding year.

**ARTICLE VI**  
**HOLIDAYS**

**Section 1**

The following days are recognized and observed as paid holidays:

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

**Section 2**

If an employee works on a holiday, he/she shall have the option to be paid or receive compensatory time off, consistent with the provisions of Article IV of this Agreement.

**Section 3**

It is understood that the County currently offers thirteen (13) paid holidays to its non-represented employees per calendar year. If the County grants more than thirteen (13) total holidays to its non-represented employees during a calendar year, then employees covered by this Agreement shall be entitled to receive the same number of additional holidays for that year.

**ARTICLE VII**  
**PERSONAL BUSINESS**

Employees who are employed for more than one (1) year shall be granted three (3) days off for personal business.

**ARTICLE VIII**  
**TEMPORARY LEAVE**

**Section 1**

**Sick Leave.** Sick leave is defined as the absence of post of duty of an employee because of illness, accident, exposure to contagious disease, or attendance upon a seriously ill member of the employee's immediate family requiring the constant care of such employee. Employees shall earn sick leave according to the following schedule:

1. One (1) day per month worked during the first year of employment.
2. One and one-quarter (1 and ¼) days per month worked during each year thereafter.

Sick leave shall accumulate from year to year.

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

Upon an employee's death, the Employer shall pay supplemental compensation to the employee's estate in the amount of one-half of the earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the date of death, but not to exceed \$15,000.00 or such higher amount as the County may hereafter adopt by resolution.

At the time of retirement the retiring employee shall be entitled to the cash value of one-half of all accumulated sick time calculated at the retiree's then current total rate of daily compensation at the time of separation from active service, not to exceed \$15,000.

Should the New Jersey Legislature pass any law that limits the maximum amount payable to employees for accumulated, unused sick leave, then this provision shall be amended in accordance with the statutory provisions.

## **Section 2**

**Bereavement Leave.** The Employer will grant up to five (5) days leave to an employee due to the death of an employee's parent, spouse (including domestic or civil union partner), sibling, child or stepchild. 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 immediate household. The Employer reserves the right to verify the legal relationship between the decedent and the employee.

**ARTICLE IX**  
**FAMILY LEAVE**

Family leave is available to an eligible employee seeking time off from work duties to fulfill family obligations relating directly to the birth of the employee's child, the placement for adoption of a child with an employee, or the serious health condition of an employee's family member. Eligible employees are defined as individuals employed for twelve (12) months or more who have worked one thousand (1,000) or more base hours during the preceding twelve-month period.

To request family leave time off, the employee must submit a written application to the Administration Office. The request must contain a doctor's certificate along with the start date and approximate ending date for the family leave. An eligible employee may request up to twelve (12) weeks of unpaid leave over any twenty-four (24) month period with a supervisor's approval. The employee shall follow existing County policy regarding the utilization of sick, vacation and personal time while on family leave. While an employee is on family leave, no vacation, sick or personal time will accrue. Subject to the terms, conditions and limitations of the employee's health plan, the Employer will continue to provide health care coverage for the duration of the family leave, with the employee billed for his/her share. To the extent possible, an employee returning from family leave will be reinstated to his/her former position or offered an equivalent position.



**ARTICLE X**  
**WORK INCURRED INJURY**

The statutory compensation provided in N.J.S.A. 34:15-12(a) and applicable law is recognized as controlling the issue of access to payment for employees on temporary disability leave. 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. The Prosecutor may in his sole discretion extend such leaves for up to one (1) year.

However, in the event that the injury is directly attributable to the specialized sworn law enforcement duties of an Investigator, such reimbursement of an amount equal to the employee's net pay shall continue for up to one (1) year. Any dispute regarding whether an Investigator is entitled to an enhanced benefit pursuant to this provision may be resolved by the negotiated grievance procedure established in Article XVI of this Agreement. Notwithstanding 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.

**ARTICLE XI**  
**HEALTH BENEFITS**

**Section 1**

It is agreed that the Employer will continue to offer the current medical point of service plan (or plans), or a substantially similar plan(s) to those plans in effect on the expiration date of the prior agreement on December 31, 2019, 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 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 provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders, 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. A copy of Resolution #94-267 is attached hereto as Appendix A.

**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. Co-pays shall be limited to the lesser of the amount paid by the County's non-represented employees, or the following:

Non-Mail Order

<b>Retail (brand)</b>	<b>\$20.00 (current \$20)</b>
<b>Generics</b>	<b>\$10.00 (current \$5)</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 4**

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

**ARTICLE XII**  
**REIMBURSEMENT FOR EXPENSES**

The total allowable reimbursement for employees for money spent on meals while away on overnight training, seminars, conventions and out of state investigations, shall be in accordance with the County's established Travel Policy. No meal reimbursement will be paid while an employee is being paid overtime. Itemized receipts for expenditures must be submitted through the proper chain of command to the Chief of Staff as soon as possible following the completion of travel.

## **ARTICLE XIII** **BASE WAGE**

### **Section 1**

Employees covered by this Agreement shall receive base wages as set forth in Appendix C, attached hereto. The step program shall be considered as an automatic, annual step movement progression that shall succeed the term of this Agreement, with steps to be paid on July 1<sup>st</sup> of each subsequent year unless amended by later agreement of the parties.

The Prosecutor reserves the right to hire new employees at any step on the salary schedule where, in the Prosecutor's sole discretion, it is deemed appropriate.

### **Section 2**

Those employees who have retired in good standing on or after January 1, 2017, but prior to the date this Agreement was executed, shall be entitled to *pro-rata* retroactive payment of salary. The parties agree this provision is intended to represent compliance with the previous settlement of grievance arbitration AR-2007-163. This provision shall apply to a successor collective negotiations agreement in the event it is not completed prior to its expiration date.

### **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.

**ARTICLE XIV**  
**PBA MEETINGS**

The current practice regarding attendance at PBA local, state and county meetings shall be continued.

**ARTICLE XV**  
**BULLETIN BOARD**

The Employer will provide an electronic bulletin board (“E-Board”) for the Association to post notices and bulletins pertaining to Association business, activities, and other matters relative to the welfare of its members. The E-Board shall be centrally located on the first floor of the MCPO’s main office in Freehold (or other convenient location mutually agreed upon by the parties).

Designated Association representatives shall be responsible for updating any and all postings on the E-Board. The Prosecutor may reject any postings deemed detrimental to the operation of the MCPO, but approval shall not be unreasonably withheld.

**ARTICLE XVI**  
**GRIEVANCE PROCEDURE**

**Section 1**

For purposes of this Agreement, the term “grievance” means any complaint, difference or dispute between the Employer and the Association or any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

**Section 2**

Grievances, as here and above defined, should be handled in an expeditious and mutually satisfactory manner, and to that end the following procedure shall be followed:

**STEP ONE**

An employee with a grievance shall first discuss it with the Deputy Chief either directly or through the Association’s designated representative for the purpose of resolving the matter informally. A grievance must be presented under the grievance procedure described herein within five (5) working days of the occurrence or the condition giving rise to the grievance.

**STEP TWO**

If the aggrieved party is not satisfied with the disposition of their grievance at **Step One**, or if no decision has been rendered within seven (7) working days after presentation of that grievance at **Step One**, the aggrieved party may file a grievance in writing with the Chief, or in his/her absence, a representative designated by the Prosecutor. A written decision thereon shall be rendered within seven (7) working days after the grievance has been presented.

**STEP THREE**

If the aggrieved party is not satisfied with the disposition of their grievance at **Step Two**, or if no decision has been rendered within seven (7) working days after presentation of that grievance at **Step Two**, the matter may be referred to the Prosecutor, or a designee. The Prosecutor’s decision shall be rendered in writing within ten (10) working days.

**STEP FOUR**

If a satisfactory settlement is not reached at **Step Three** the Association may request arbitration in writing within twenty (20) business days after the answer is given by the Prosecutor or the grievance shall be deemed to be waived. A request for arbitration must be submitted in writing to the Public Employment Relations Commission (“PERC”), with a copy sent to the



Prosecutor, asking PERC to submit panels of arbitrators to each of the respective parties to this Agreement so each party may independently exercise its right of selection, which may be filed directly with PERC pursuant to its rules.

**Section 3**

The arbitrator's fees and expenses shall be borne equally by the Association and Prosecutor.

**Section 4**

If either party uses the services of an attorney, the expenses incurred will be borne by the party requesting such services.

**Section 5**

Expenses of witnesses for either side shall be borne by the parties producing such witnesses.

**Section 6**

The arbitrator shall have no power or authority to add to, subtract from or modify, in any way, the terms of this Agreement.

**Section 7**

The arbitrator shall make every reasonable effort to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The arbitrator's decision shall be in writing, setting forth findings of fact and conclusions on the issues submitted to arbitration. The decision of the arbitrator shall be final and binding upon the parties.

**Section 8**

Time periods may be extended by mutual written agreement only.

**ARTICLE XVII**  
**DEPARTMENTAL INVESTIGATIONS**

**Section 1**

In an effort to ensure that departmental disciplinary investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of an employee covered by this Agreement who is the target of a departmental disciplinary investigation shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.
2. Prior to interrogation, the Prosecutor shall afford the employee an opportunity to consult with counsel and/or an Association representative before being questioned. The opportunity to consult with counsel and/or the representative shall not delay the interrogation beyond one hour.
3. Interrogations shall take place at a location designated by the Prosecutor or designee. Usually this will be at the Prosecutor's office or the location where the incident allegedly occurred, unless the exigencies of the investigation dictate otherwise.
4. An employee covered by this Agreement who is the target of a departmental or disciplinary investigation shall be informed of the nature of the investigation at the time the interrogation commences.
5. The questioning shall be reasonable in length.
6. An employee covered by this Agreement who is the target of a departmental disciplinary investigation shall be so advised pursuant to the MCPO Rules and Regulations, effective April 16, 2012, as well as any successor manual of rules and regulations, utilizing the MCPO Internal Affairs Advisement Form, annexed hereto as Appendix C.
7. An employee covered by this Agreement shall be subject to the filing of charges against the employee for violation of internal rules and regulations pursuant to the MCPO Rules and Regulations, effective April 16, 2012, as well as any successor manual of rules and regulations, for a period of forty-five (45) days after the date on which the person filing the complaint has obtained sufficient information to file the matter upon which the complaint is based. The forty-five (45) day time limit shall not apply if an investigation of an employee covered by this agreement is included directly or indirectly with an investigation of that employee for a violation of the criminal laws of the State of New Jersey. The forty-five (45) day limit shall begin on the day after the disposition of the criminal investigation. The forty-five

(45) day requirement in this paragraph for the filing of a complaint against an officer shall not apply to a filing of a complaint by a private individual.

**Section 2**

An employee covered by this Agreement may be subjected to a urinalysis or blood test when the Employer has individualized reasonable suspicion to suspect that employee has used or abused or is under the influence of an illegal or legal controlled dangerous substance while on duty.

**Section 3**

Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

**ARTICLE XVIII**  
**LEGAL AID**

Whenever an employee covered by this Agreement is a defendant in a lawsuit or legal proceeding arising out of or incidental to the performance of his or her duties, the Employer shall provide said employee with a defense of such action or proceeding, except for the employee's defense in a disciplinary proceeding instituted against him/her by the Employer, or in a criminal proceeding instituted as a result of a complaint on behalf of the Employer.

**ARTICLE XIX**  
**FALSE ARREST COVERAGE**

The County shall provide coverage for false arrest to all covered employees of the MCPO, or indemnify all covered employees of the MCPO, at a level not less than that which was issued by the National District Attorneys Association.

**ARTICLE XX**  
**PERSONNEL AND DISCIPLINARY MATTERS**

**Section 1**

No employee covered by this Agreement shall be fined or suspended, except for just cause.

**Section 2**

Effective January 1, 2020, the prior practice of “reckoning” of disciplinary action shall be eliminated. Any disciplinary action that had been reckoned prior to that date will remain reckoned, subject to being unsealed pursuant to the circumstances set forth in Section 3, below. Starting on January 1, 2020, records of disciplinary action taken against an employee, of whatever nature, will permanently remain in the employee’s personnel file and will not be removed in the absence of a court order or other valid legal authority directing same.

Performance notices and notices of counseling are not considered to be formal disciplinary action and will not be utilized for progressive disciplinary purposes, however, any such documents may be used at all times to the extent they may be relevant to show that an employee had knowledge of a rule, regulation, policy or procedure alleged to have been violated in a subsequent disciplinary matter.

Except as set forth herein, any employee who receives a letter of reprimand shall not have it used as the basis of an enhanced penalty under concepts of progressive discipline starting two (2) years from the date the reprimand is issued, provided there has not been any further disciplinary action initiated by the Employer against the employee during that two (2) year period. During this period, the disciplinary action may also be utilized in making other employment decisions such as suitability for promotion. Even after the completion of the two (2) year period, any such disciplinary action may be utilized to show that an employee had knowledge of a rule, regulation, policy or procedure alleged to have been violated in a subsequent disciplinary matter.

A suspension of any length or a conduct-based demotion may be utilized by the Employer for progressive disciplinary purposes for the remainder of the employee's employment at the MCPO and may be utilized in making other employment decisions such as suitability for promotion.

Any disciplinary action concerning an employee's character or truthfulness, veracity or honesty may be used for progressive disciplinary purposes for the remainder of his or her employment at the MCPO regardless of the nature of the punishment, and may be utilized in making other employment decisions such as suitability for promotion.

### **Section 3**

The Prosecutor retains the unilateral authority to unseal a previously reckoned disciplinary action taken against a member of the Investigation Division, without the need for a court order, in the event that individual brings a lawsuit in state or federal court, or a charge or lawsuit is brought on his or her behalf by a third party, including any federal, state or local governmental agency or entity, against the MCPO, County or any of their officers, agents, employees (if they are named in their official capacities), agencies and instrumentalities. The Prosecutor shall have full discretion to thereafter use that unsealed disciplinary action to defend against any such lawsuit or charge.

### **Section 4**

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Prosecutor. Upon advance notice and at reasonable times, any employee may at any time review his/her personnel file, with an appointment for review made through the Chief or a designee. Whenever a written complaint concerning an employee is to be placed in his/her personnel file, a

copy shall be made available to the employee, who shall be given the opportunity to provide a written response or rebuttal, which shall also be placed in the employee's personnel file.



**ARTICLE XXI**  
**OUTSIDE EMPLOYMENT**

Employees engaged in any outside employment must obtain annual approval, which shall be granted at the sole discretion of the Prosecutor.

**ARTICLE XXII**  
**EQUAL EMPLOYMENT**

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.

**ARTICLE XXIII**  
**MANAGERIAL RIGHTS**

**Section 1**

The parties acknowledge the Prosecutor has and will continue to retain the right and responsibility to direct the affairs of the MCPO in all its various aspects. Among the rights retained by the Prosecutor are to direct the work force; to plan, direct, and control all the operations and services of the MCPO; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for and subcontract out services; to relieve employees due to lack of work or for other reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement and the Association may file a grievance alleging such conflict.

**Section 2**

The parties recognize that employees in the title of Detective are appointed by the Prosecutor pursuant to N.J.S.A. 2A:157-10 and may be removed in accordance with N.J.S.A. 2A:157-10.1. The parties understand and agree the Prosecutor does not give up any rights under N.J.S.A. 2A:157-10.

The parties further recognize that pursuant to N.J.S.A. 2A:157-10, the Employer has the managerial right to subject employees to a probationary period not to exceed one (1) year in length. At any time during that probationary period, the Employer shall have the right to remove an employee with or without cause and the Association will not file any grievance or other challenge to the Prosecutor's decision. After the probationary period expires, any removal of an employee for disciplinary reasons shall comply with the provisions of N.J.S.A. 2A:157-10.1. This provision

shall uniformly apply to all employees who accept an appointment as a sworn County Investigator on or after July 20, 2012.

**ARTICLE XXIV**  
**REDUCTIONS IN FORCE**

**Section 1**

For purposes of this Article, seniority shall be defined as length of service with the MCPO.

**Section 2**

In the event that a reduction in force is necessary, the Prosecutor shall consider seniority as a factor in determining which employees will be laid off. The Prosecutor may also consider an employee's specialized training, special expertise and/or unique skills, as well as his or her performance record. Forty-five (45) days advance written notice shall be given to any employee selected to be laid off. In the event of a layoff, a laid off employee shall be placed on a recall list for three (3) years. Placement on the recall list shall provide preference to the laid off employee over any other applicant except where special skills or expertise is a controlling factor.

**ARTICLE XXV**  
**SAVINGS CLAUSE**

In the event that any federal or state legislation, governmental regulation or applicable court decision cause the invalidation of any provision of this Agreement, all other provisions not so invalidated shall remain in full force and effect.

**ARTICLE XXVI**  
**SEPARATION FROM SERVICE**

As set forth in established County policy, employees are required to notify the Employer in writing at least two (2) weeks before the date of separation from service, unless the Prosecutor agrees to a shorter notice, in order to be separated in good standing. However, employees with greater advance knowledge that they will be separating from service, whether through resignation or retirement, are encouraged to provide additional notice whenever practicable, preferably of at least ninety (90) days, given the sensitive nature of the position covered by this Agreement and the need to effectuate a proper transition of an Investigator's duties. Any such notice shall be revocable by the employee and his/her inability to provide enhanced advance notice shall not result in any adverse employment consequences.

**ARTICLE XXVII**  
**DURATION**

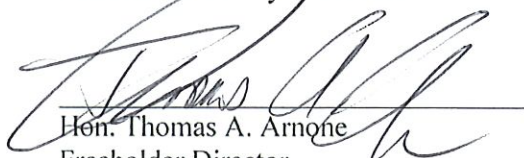
This Agreement shall have a term from January 1, 2020 through December 31, 2022. If the parties have not executed a successor agreement by December 31, 2022, then this Agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules established by PERC for that purpose.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures.


FOR THE EMPLOYER AND  
EMPLOYER-FUNDING AGENT:



Christopher Gramiccioni, Esq.  
Monmouth County Prosecutor



Hon. Thomas A. Arnone  
Freeholder Director

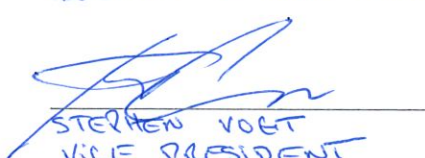


Teri O'Connor,  
County Administrator

FOR THE ASSOCIATION:



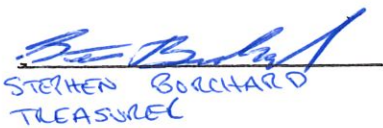
CHRISTOPHER E. GUY  
PRESIDENT - PBA LOCAL NO. 256



STEPHEN VOGT  
VICE PRESIDENT



RAMON L. CAMACHO JR.,  
STATE DELEGATE



STEPHEN BORCHARD  
TREASURER



KRISTIAN DEVITO  
SECRETARY



**APPENDIX A**  
**RESOLUTION #94-267**

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-Fund 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.

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.

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 active 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.

RICHARD C WENNER,  
CLERK

## APPENDIX B

**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 Association challenges to them given their importance; and,

**WHEREAS**, the Association does not concede that that some or all of these modifications are non-negotiable, and further 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 \$75 per visit starting January 1, 2015 and \$100 per visit starting January 1, 2016. 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.

**APPENDIX C**  
**SALARY SCHEDULE**

<b>Step</b>	<b>2019(old)</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<i>Old Step 1</i>	60,000			
<i>Old Step 2</i>	65,000			
Old Step 3/New Step 1	70,000	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>
Old Step 4/New Step 2	75,000	<b>75,000</b>	<b>75,000</b>	<b>75,000</b>
Old Step 5/New Step 3	80,000	<b>80,000</b>	<b>80,000</b>	<b>80,000</b>
Old Step 6/New Step 4	85,000	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>
Old Step 7/New Step 5	90,000	<b>90,000</b>	<b>90,000</b>	<b>90,000</b>
Old Step 8/New Step 6	95,000	<b>95,000</b>	<b>95,000</b>	<b>95,000</b>
Old Step 9/New Step 7	100,000	<b>100,000</b>	<b>100,000</b>	<b>100,000</b>
Old Step 10/New Step 8	105,000	<b>105,000</b>	<b>105,000</b>	<b>105,000</b>
Old Step 11/New Step 9	110,000	<b>110,000</b>	<b>110,000</b>	<b>110,000</b>
Old Step 12/New Step 10	115,000	<b>115,000</b>	<b>115,000</b>	<b>115,000</b>
Old Step 13/New Step 11	120,000	<b>120,000</b>	<b>120,000</b>	<b>120,000</b>
Old Step 14/New Step 12	125,000	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>
Old Step 15/New Step 13	135,252	<b>130,000</b>	<b>130,000</b>	<b>130,000</b>
New Step 14		<b>135,000</b>	<b>135,000</b>	<b>135,000</b>
New Step 15		<b>138,633</b>	<b>142,099</b>	<b>145,651</b>

- All step and salary increases will be paid on July 1<sup>st</sup> of each year of the Agreement.
- Effective January 1, 2020, prior Step 1 (\$60,000) and Step 2 (\$65,000) are eliminated and the salary schedule has been renumbered. Any employee who would have been earning less than the new Step 1 entry level salary as of January 1, 2020 under the old salary schedule shall have his or her salary immediately increased to reflect the new Step 1 salary of \$70,000.
- Effective January 1, 2020, other employees shall be placed on their equivalent step on the new salary schedule except for those employees who were at the old Step 15 salary of \$135,252 as of December 31, 2019. These employees shall remain at that salary and move to the new Step 15 salary of \$138,633 effective July 1, 2020.
- The salary schedule for employees hired prior to July 20, 2012 has been eliminated. Any employees who were utilizing that salary schedule will move to their equivalent step on the new salary schedule effective January 1, 2020 and will be compensated as set forth above.
- The parties acknowledge that three (3) Investigators were hired between July 1, 2020 and October 1, 2020, and would otherwise be ineligible for a 2020 step movement under this Agreement. However, at the time of hire, step movement was still scheduled for October 1, 2020 and they were hired with the expectation of receiving a step increase on that date. Accordingly, these three Investigators shall move up one step on the salary schedule on October 1, 2020, and thereafter shall be eligible for future step increases on July 1<sup>st</sup> of each remaining year of the Agreement.

**APPENDIX D**

**Administrative Advisement Form**

**Administrative Investigations Only**

1. I am being questioned as part of an investigation by this agency into potential violations of department rules and regulations, or for my fitness for duty. This investigation concerns:

\_\_\_\_\_.

2. This is an administrative investigation. I will be asked questions specifically, narrowly and directly related to the performance of my official duties.
3. I may be subject to departmental discipline for refusing to answer a question directly related to the performance of my duties, or for not answering truthfully.
4. I have the right to consult with a representative of my collective bargaining unit, or another representative of my choice, and have him or her present during the interview.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witnessed by: \_\_\_\_\_