

AGREEMENT

BETWEEN

**THE MONMOUTH COUNTY SHERIFF AND
THE MONMOUTH COUNTY BOARD OF CHOSEN
FREEHOLDERS**

AND

**MONMOUTH COUNTY INVESTIGATIONS UNIT, INC.,
FOP LODGE 30
(Monmouth County Correctional Institution)**

January 1, 2023 through December 31, 2026

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PREAMBLE

THIS AGREEMENT, effective as of the first day of January 2023, is by and between the Monmouth County Sheriff (“Sheriff” or “Employer”), the Monmouth County Board of County Commissioners (“County” or “Employer-Funding Agent”) and the Monmouth County Investigations Unit, Inc., FOP Lodge 30 (“Association”), and is designed to maintain and promote a harmonious relationship between the Sheriff, the County and those employees who are within the negotiations unit in order that more efficient and progressive public service may be rendered.

The terms “employee” and “Investigator” shall be interchangeable and are intended to refer to the employees covered by this Agreement.

ARTICLE 1
RECOGNITION

Section 1. The Sheriff and County hereby recognize the Association as the exclusive majority representative, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., for collective negotiations concerning salaries, hours of work and other terms and conditions of employment for all employees in the classification of Investigator, Secured Facilities at the Monmouth County Correctional Institution (“MCCI”).

ARTICLE 2
UNION SECURITY

Section 1. Visitation. The Association, through a designated representative, shall have the right to visit the MCCI in order to represent or service employees covered by this Agreement. These visitation rights shall not interfere with work operations or security measures and shall be made with appropriate prior notice to the Warden or his/her designee.

Section 2. Dues. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in accordance with law, the Employer-Funding Agent agrees to deduct the regular membership dues and any initiation fees or other assessments charged to such employee from pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the Association officials designated by the employee in writing to receive such deduction. The Association will notify the Employer-Funding Agent in writing of the exact amount of the regular membership dues, initiation fees and assessments charged by the Association and any changes to same.

Section 3. The Association agrees to indemnify and hold the Sheriff and/or Employer-Funding Agent harmless against any and all claims, suits, orders or judgments brought or issued against the Sheriff and/or Employer-Funding Agent with regard to the dues check-off.

ARTICLE 3
ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

Section 1. The Association, through a designated representative, shall have the right to visit the Sheriff, Warden, Administration and/or other County facilities or representatives during reasonable hours for Association business. The Association will not abuse this right.

Section 2. Copies of all general orders, rules, regulations or other communications affecting wages, hours and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the Association within seven (7) days of their promulgation.

Section 3. The Association may use the mail or message routing system at the MCCI and may also use the mailboxes located at the facility. Such use shall be reasonable. The Association shall pay for its own postage and stationary.

Section 4. The Association and Sheriff shall be responsible for acquainting members and managerial personnel with the provisions of this Agreement, and for the adherence to the terms of this Agreement.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. The parties recognize the Employer has and hereby retains and reserves to itself the rights and responsibilities to direct the affairs of the office of the Monmouth County Sheriff and the MCCI, with all of the powers, authority and duties conferred and vested by the laws and Constitution of the state of New Jersey, including, without limiting the generality of the foregoing, the following rights:

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

Section 2. This Agreement shall not be interpreted to in any way supersede the statutory or constitutional duties or obligations of the office of the Monmouth County Sheriff, nor shall it be construed to deny or restrict the Employer-Funding Agent, the County of Monmouth, by the Monmouth County Board of County Commissioners, of their

respective powers, rights, duties or responsibilities under the laws or Constitution of the state of New Jersey.

Section 3. The Employer shall have the managerial right to consider an employee's usage of sick leave when determining suitable job assignments for an employee.

Section 4. The parties recognize that during the course of the COVID-19 Public Health Emergency, the Sheriff was required to adjust its usual operations for the health and safety of its personnel. The Association agrees that any such actions taken by the Sheriff during the COVID-19 Public Health Emergency, or during any future public health emergency declared by the federal or state government, may not following the termination of that emergency be utilized by the Union as evidence of "past practice" in any future grievance, unfair labor practice or other legal challenge it may file with respect to the terms and conditions of employment. This provision shall not prohibit the Association from grieving or otherwise challenging an action taken by the Sheriff during the course of a future public health emergency as a violation of this Agreement or established past practice.

ARTICLE 5
STRIKES AND LOCKOUTS

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

ARTICLE 6
GRIEVANCE PROCEDURE

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

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

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

Step 1. The Association, through its designated representative, shall present the grievance to the Warden, in writing, within ten (10) calendar days of its occurrence. The Warden, or his/her designee, shall respond within ten (10) calendar days of the grievance.

Step 2. If the Association is not satisfied with the decision of the Warden in Step 1 of the procedure, then the grievance shall be presented in writing to the Sheriff within ten (10) calendar days after the decision in Step 1 was rendered or due. The Sheriff, or a designee, shall, within ten (10) calendar days of the receipt of this grievance, arrange a meeting with the Association and shall give the Association a written answer to the grievance within ten (10) calendar days thereafter.

Step 3. If the Association is not satisfied with the decision of the Sheriff in Step 2 of the procedure, the Association may, within ten (10) calendar days after the reply of the Sheriff is rendered or due, request arbitration through the procedures established by the Public Employment Relations Commission (“PERC”). Copies of the request for arbitration shall be simultaneously provided to the Sheriff and the County Human Resources Director. The expense of the arbitrator shall be shared equally between the Employer and Association, however, any other costs shall be borne solely by the party incurring them. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be governed by the terms of this Agreement and shall add nothing to nor subtract anything from this Agreement.

Section 4. The deadlines contained in this Grievance Procedure may be waived or otherwise modified by mutual written agreement.

ARTICLE 7
SALARY

Section 1. There shall not be any base pay salary increase for the period between January 1, 2023 and June 30, 2023 for any Investigator employed in a negotiations unit position. Effective and retroactive to July 1, 2023, all Investigators employed in a negotiations unit position as of June 30, 2023 shall receive a base pay salary percentage increase of 5.5%.

Section 2. Effective and retroactive to January 1, 2024, all Investigators employed in a negotiations unit position as of December 31, 2023 shall receive a base pay salary percentage increase of 4.0%.

Section 3. There shall not be any base pay salary increase for any Investigator employed in a negotiations unit position in calendar year 2025 (0.0%).

Section 4. There shall not be any base pay salary increase for any Investigator employed in a negotiations unit position in calendar year 2026 (0.0%).

Section 5. The starting base salary for a newly appointed Investigator shall be \$3,000 above the top step base salary for a rank-and-file County Correctional Police Officer.

Section 6. For purposes of this Article, “base salary” shall not include any college incentive provided by Article 9 of this Agreement.

Section 7. Consistent with current practice, employees must be on the County’s payroll as of the date a Memorandum of Agreement (“MOA”) accepting the terms set forth in this Article was ratified by the Association’s membership to be eligible for any retroactive salary payments. If an employee is on an unpaid leave, 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 Association's membership and adopted by the Board of County Commissioners.

Section 8. The parties acknowledge that on January 1, 2016, the County changed its pay cycle so that an employee's 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 8 **UNIFORMS**

Section 1. Recognizing that Investigators incur substantial expenses in purchasing and maintaining clothing appropriate to their duties, there shall be a \$1,500 annual calendar year clothing allowance shall be established for all Investigators, This allowance shall be paid in a lump sum payment by direct deposit on or before February 1 of each year, which shall be separate from the employee's bi-monthly salary payment. The 2023 payment shall include an additional \$600 reflecting an increase in the clothing allowance implemented in September 2022 through the end of 2022. For any employee who is not on the active payroll when the uniform allowance is paid, he or she shall receive the payment upon return to the active payroll. If an employee terminates his or her employment prior to the end of a calendar year, the Employer is entitled to a pro-rata refund of any excess allowance paid, which may be recouped from the employee's final paycheck.

Section 2. To the extent permissible by law, if an employee was suspended, or was on a leave of absence with or without pay, or was on disability for thirty (30) consecutive days or more in the preceding year, or was absent on workers' compensation leave for sixty (60) consecutive days or more in the preceding year, the uniform allowance paid in the succeeding year will be pro-rated accordingly. There will be no pro-rata adjustment for a suspension, a leave of absence with or without pay, or a disability leave of less than thirty (30) consecutive days, or a workers' compensation leave of less than sixty (60) consecutive days.

Section 3. If prior to joining the negotiations unit, that employee already received payment of a uniform allowance from the Sheriff and/or County pursuant to another collective negotiations agreement for a calendar year, he or she shall not be entitled to

payment of the uniform allowance pursuant to this Agreement until the succeeding calendar year.

Section 4. Any item of clothing that is damaged in the line of duty shall be replaced at no cost to the employee, payable on the last pay period of the year. However, there shall be no replacement payment if the employee has expended less than \$400.00 for replacement of clothing. Any claim for replacement for damage must be substantiated with proof of expenses in excess of the limit herein set.

ARTICLE 9
COLLEGE INCENTIVE

Section 1. Since both the Sheriff and the County recognize the value of trained personnel, they hereby agree to pay any employee covered by this Agreement additional compensation as follows: \$25.00 per year per college credit that was obtained by any employee after January 1, 1984 and until December 31, 1995; \$30.00 per year per college credit that was obtained by any employee after January 1, 1996 and until December 31, 1996; \$35.00 per year per college credit that was obtained by any employee after January 1, 1997 and until December 31, 2005; and \$50.00 per year per college credit that is obtained by any employee after January 1, 2006. No employee shall receive in excess of \$1,800 of additional annual compensation pursuant to this Article, except those employees who are earning in excess of this amount as of January 1, 2011 shall not have their compensation diminished.

Section 2. In order to qualify for college incentive payments, the credit earned must be from an accredited college in a course that will be of value to the person in the performance of their work. The parties shall mutually agree upon a list of courses or subjects that shall automatically meet this standard. Any course or subjects not so listed must be approved by the Warden or his/her designee to be eligible for compensation pursuant to this Article. Beginning on January 1, 2011, payment is contingent on the successful completion of the course with the employee receiving a grade of "C" or higher.

Section 3. Training paid for by the County shall not qualify for any college incentive payment. This final sentence shall not be retroactively applied to employees already receiving such payments.

ARTICLE 10
HOURS OF WORK

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

Section 2. The work week shall consist of five (5) consecutive eight (8) hour days as defined herein. Ordinarily, the work week shall be Monday through Friday, with Saturday and Sunday off, however, the Warden, in his sole discretion, may modify the work week as necessary, or the hours to be worked by an employee, as required for the efficient operations of the MCCI Investigations Unit. Whenever practicable, the Warden shall provide seventy-two (72) hours' notice of any change in the work week or work shift.

Section 3. Any required reporting time in advance of shift shall be paid at one and one-half times (1 and ½) the regular hourly rate; however, advance reporting shall not be a guaranteed assignment.

Section 4. Employees who are required to report to work on a normally scheduled workday when the County does not open for ordinary business (thus excluding recognized holidays, weekends and the like) due to an emergency situation will receive, in addition to their regular pay, additional compensation at straight time for each hour worked during their regular shift. Employees who work more than an eight (8) hour shift will be compensated at the contractual overtime rate only. Employees scheduled to work on a normally scheduled workday when the County does not open for ordinary business due to an emergency situation, but fail to report to work for any reason, or are on a pre-approved leave day, will be charged for the day. Pursuant to a settlement agreement reached by the

parties on June 16, 2021, and attached hereto as Appendix A, the parties acknowledge that this provision is intended to apply only to those specific circumstances when the County itself (without reference to any of its agencies or instrumentalities) is entirely closed due to an emergency situation, except for those personnel who work in 24-7 operations or are directly responding to the emergency (e.g. sworn law enforcement, 9-1-1 personnel, and public works personnel during a weather emergency such as a heavy snowfall). Moreover, this provision shall not apply to a Public Health Emergency, such as the COVID-19 pandemic, or other similar emergency where the County is partially open for business, even on a remote basis, and Investigators shall not be entitled to any additional compensation for reporting to work in such instance.

ARTICLE 11
OVERTIME, CALL-IN AND COURT TIME

Section 1. Definition. Overtime is defined as any time worked in excess of the regular work week of forty (40) hours or eight (8) hours in a day. Sick leave time (whether paid or unpaid), unauthorized absences or suspension time shall not count as hours worked for overtime purposes.

Section 2. Compensation. Overtime work shall be compensated at the rate of one and one-half (1 and ½) times an employee’s regular hourly rate of pay. Overtime work may also be compensated by compensatory time off by mutual consent of the employee and the Employer, provided that no overtime is incurred. Investigators can accrue up to four-hundred and eighty (480) hours of compensatory time. Compensatory time may be “cashed in” in accordance with existing practice.

Section 3. Call-In Time. In the event that an Investigator is called in or back to duty during time off, he or she shall be compensated at one and one-half (1 and ½) times the regular rate of pay for a minimum of four (4) hours, or for all hours worked on the call-in if it exceeds four (4) hours.

Section 4. Court Time. All off-duty, work-related court appearances shall be compensated at one and one-half (1 and ½) times the regular rate of pay for a minimum of two (2) hours, or for all actual hours required for the court appearance if it exceeds two (2) hours. Association member disciplinary proceedings and arbitration hearings are not considered “court time” under this Section.

Section 5. Overtime Reduction. Each employee and the Association shall continue to exercise all reasonable means to reduce overtime demands at the MCCI Investigations Unit.

Section 6. Assignment of Overtime. Overtime will be assigned as equitably as possible, however, the Warden or designee reserves the right to make overtime assignments in specific instances based upon specialized skills, training and experience.

Section 7. For calendar years 2023 and 2024 only, the pilot sick leave incentive program established in 2022 shall be continued. Under this program, an employee who does not use any sick leave whatsoever in a calendar year (including a partial day) shall be entitled to a \$2,000 stipend. An employee who utilizes no more than twenty-four (24) total hours of sick leave in a calendar year shall be entitled to a \$1,500 stipend. The foregoing applies to any sick leave taken under Article 14, Section 2 of the Agreement even if the employee is simultaneously taking leave pursuant to the federal Family and Medical Leave Act ("FMLA") or state Family Leave Act ("FLA"). Payment shall be made by the second paycheck in January of the following year after it is earned. Starting in 2025, the pilot sick leave incentive program shall be suspended, but employees who do not use any sick time during a calendar year shall instead be credited with two (2) Warden incentive days, which may be utilized at the employee's discretion.

Section 8. An employee who is required to be "on-call" shall receive two (2) hours of non-FLSA compensatory time for every work week that he or she is required to be "on-call." However, if at any time the negotiations unit consists of two (2) members only, then the "on-call" employee shall receive four (4) hours of such time for that work week instead. This compensatory time shall be maintained in a separate bank, shall not be entitled to be cashed in at any time, including upon retirement, and shall be used by the end of the calendar year in which this time is accrued or it will be permanently forfeited. It shall be a managerial prerogative as to whether employees shall be placed on-call and the schedule

for doing so. The Union waives any right to any other compensation in any form for being placed “on-call.”

ARTICLE 12 **INSURANCE**

Section 1. It is agreed that the County will offer a medical point of service plan for Employees covered by this Agreement, for which employees shall pay the Tier 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. All benefits-eligible employees entering employment with the County (including intergovernmental transfers) who select County-sponsored medical benefits must initially enroll in the County's OMNIA healthcare plan. Such enrollments must be maintained, unless medical benefits are waived, for a period of no less than one (1) year plus any period of time leading up to the implementation date of the following plan year, which currently runs from October 1 through September 30 in the following year (the "initial enrollment period"). At the conclusion of the initial enrollment period, during the ensuing open enrollment period, benefits-eligible employees may enroll in any County-sponsored medical benefits plan of their choice for which they are eligible pursuant to the collectively negotiated agreement then in effect. This provision shall be implemented for all negotiations unit employees who commence County employment starting in July 2022, but it shall not affect in any way existing County employees as of that date, whether or not they were members of another negotiations unit at the time. Instead, employees hired prior to that date shall continue to elect their benefits as they traditionally have during annual

open enrollment and as their eligibility dictates.

Section 3. The provisions of Resolution #94-267, as adopted by the Monmouth County Board of Chosen Freeholders (currently Board of County Commissioners) and attached hereto as Appendix B, 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 during the term of this Agreement unless and until such time as these co-pays are increased for the County’s employees not represented for purposes of collective negotiations, and may under no circumstances exceed the lesser of the amount paid by the County’s non-represented employees, or the following:

<i>Non-Mail Order</i>	
Retail (brand)	\$20.00 (current \$20.00)
Generics	\$10.00 (current \$5.00)
<i>90 days Mail Order</i>	
Retail (brand)	\$15.00 (current \$15.00)
Generics	\$5.00 (current \$0.00)

Section 5. The existing co-pays for in-network visits to a medical provider shall remain unchanged during the term of this Agreement.

Section 6. Employees shall be provided at a minimum with the full amount of statutory compensation established by N.J.S.A. 34:15-12(a) and/or applicable law. The terms and conditions of an employee’s entitlement to any enhanced benefits due to a work-

incurred injury or disability shall be identical to those set by existing general County policy or any future amendments thereto.

Section 7. A memorandum of agreement executed by the parties regarding certain modifications to the County's health care and pharmaceutical plans is attached to this Agreement as Appendix C and is incorporated herein.

ARTICLE 13
VACATIONS

Section 1. Each employee shall be entitled to annual vacation leave, depending upon said employee’s years of service with the Sheriff and/or County, as follows:

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

Section 2. Investigators will be permitted to select their vacation provided that it does not interfere with the efficient operations of the Employer. In the event that more than one Investigator seeks to utilize vacation during the same time, and in the judgment of the Employer it cannot accommodate all of the requesting employees, then seniority in the position of Investigator shall be determinative. Vacation selections shall be submitted by March 1 of each year for the next twelve (12) month period.

Section 3. Vacation time that is not utilized by the end of a calendar year is forfeited unless the Employer, in its sole discretion, allows unused vacation to be carried over. Vacation carry-over will be granted only in extremely rare cases, where an urgent or highly unusual situation necessitates it. Approved vacation carry-over into a succeeding year must be used on or before April 1 of that succeeding year.

ARTICLE 14
PERSONAL AND SICK LEAVE

Section 1. Each employee shall be granted three (3) personal leave days per calendar year, which shall be non-cumulative. Except where the schedule does not permit, personal leave days may be utilized on any day. Except under emergency circumstances, all requests for personal leave days shall be made at least five (5) working days prior to use. Under emergency circumstances, in which the need for personal leave could not have been foreseen, an employee may use a personal day without providing such notice provided the employee contacts his or her supervisor at the earliest feasible time to advise of the emergency situation. The employee may thereafter be required, upon request, to provide sufficient documentation of the emergency and may be subject to discipline for abuse of this policy.

Section 2. Pursuant to the terms and conditions established by County policy, each employee shall be entitled to fifteen (15) sick days per calendar year, accruing at the rate of 1.25 days for every full month of service. These days shall accumulate from year-to-year. Employees shall be required to use available paid sick and/or personal leave concurrently with leave taken pursuant to the federal Family and Medical Leave Act (“FMLA”) or state Family Leave Act (“FLA”), consistent with County policy.

ARTICLE 15 **HOLIDAYS**

Section 1. Employees shall be afforded thirteen (13) alternate holidays per year, three (3) of which may be utilized at their discretion as emergency/personal leave days, but such emergency/personal leave days shall not be counted as hours worked for overtime purposes.

Section 2. The scheduling of alternate holidays shall be governed by seniority, subject to scheduling availability.

Section 3. If the County grants more than thirteen (13) total paid holidays to its non-represented personnel during a calendar year, than employees in the negotiations unit shall be entitled to the same number of additional alternate holidays for that year. The parties note that the County granted Juneteenth as an additional holiday in 2023, meaning that employees covered by this Agreement shall be entitled to fourteen (14) alternate holidays for that year. If starting in 2024, the County eliminates another paid holiday as a result of adding Juneteenth to the holiday calendar, the parties acknowledge that the number of alternate holidays shall return to thirteen (13).

ARTICLE 16
BEREAVEMENT LEAVE

Section 1. Employees shall be entitled to up to five (5) days bereavement leave due to the death of an employee's parent, step-parent, spouse, domestic or civil union partner, sibling, step-sibling, child, or step-child.

Section 2. Employees shall be entitled to up to three (3) days bereavement leave due to the death of an immediate family member, which for purposes of this Section means an employee's parent-in-law, grandparent, grandchild, or foster child.

Section 3. Bereavement days provided under this Article shall not be considered as sick leave. With the approval of the Warden or a designee, an employee may use any other available paid leave benefits if more time off is needed due to the death of a family member listed above.

ARTICLE 17
WEAPONS QUALIFICATION AND TRAINING

Section 1. The Employer shall continue to provide a firearms range qualification program for all employees as mandated by State law, regulation, policy, or guideline.

Section 2. In the event the Employer assigns training programs for Investigators in accordance with State regulations and guidelines, participation in such training programs shall be compensated pursuant to the overtime provisions contained herein, when such training is required during non-scheduled duty time.

Section 3. Participation in assigned training programs over and above regular working hours shall be compensated at the overtime rate. Participation in voluntary training programs shall not be considered a part of the workday and shall not be compensated.

Section 4. The Employer shall provide the Association with notice of outside training opportunities within a reasonable time after learning of such outside training opportunities. It is understood and agreed that the Employer reserves the right to select which, if any, individuals may participate in such outside training.

ARTICLE 18
ASSOCIATION TIME

Section 1. The Association shall be allocated ten (10) days of paid leave per year for attendance at Association meetings and conventions. Leave pursuant to this provision shall be granted upon written authorization and pursuant to a request submitted by the Association President to the Employer indicating the name or names of the individuals and the dates on which their absence will be required. The Employer shall have the right to deny such leave if it would unreasonably interfere with the operations of the MCCI. In addition to the foregoing, the Association may request additional paid leave of up to ten (10) days per year, which shall be granted at the sole discretion of the Warden.

Section 2. In order to facilitate the scheduling of manpower, advance notice of the use of Association leave time shall be provided and, in the case of scheduled meetings, such advance notice shall be given at least five (5) days prior to the scheduled date of leave.

Section 3. If an employee attends a disciplinary hearing at the request of the Association, and that attendance is paid, it shall be counted against the days available under Section 1 of this Article.

ARTICLE 19
PERSONNEL FILES

Section 1. Upon written request, an employee shall have access to his or her personnel file within eight (8) hours' notice during regular business hours, and shall be able to obtain a copy of any and all writings and documents in his or her personnel file, unless a particular writing or document is privileged by law. The term "personnel file" shall encompass files on the employee maintained at the MCCI, other facilities of the Sheriff, or the County's Human Resources Department, with the exception of classified Internal Affairs files. Files may only be accessed when an appropriate representative of the Employer is present.

Section 2. Whenever a disciplinary document or negative report is to be placed in an employee's personnel file, a copy shall be made available to the employee, who shall be given the opportunity to present a rebuttal. If the employee desires, he/she shall be permitted to place the rebuttal in his or her personnel file. This Section does not apply to classified Internal Affairs files.

ARTICLE 20
HANDBOOK AND WORK RULES

Section 1. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

Section 2. The Employer has developed a manual of Rules and Regulations setting forth work rules, regulations and discipline procedures. Each employee shall be provided with a copy of this manual and shall be aware of its contents.

Section 3. Any proposed new rule, regulation, policy or procedure or any change in rules, regulations, policies, or procedures, which directly affects the terms and conditions of employment, shall be discussed with the Association and negotiated where legally required.

ARTICLE 21
REPLACEMENT

Section 1. No full-time non-supervisory employee in a position requiring unique training and experience as an Investigator, Secured Facilities shall be replaced by an individual outside of the negotiations unit, except those individuals that appear on a certified Civil Service list eligible for appointment to the position of Investigator, Secured Facilities. This provision shall not apply in a *bona fide* emergency situation, however, such appointment shall not last beyond the period of the emergency. An example of such an emergency situation would be if an immediate investigatory interview is required and no Investigator will be available to conduct the interview within a reasonable period of time.

ARTICLE 22
CEREMONIAL ACTIVITIES

Section 1. In the event of the death of a law enforcement officer employed by the Sheriff, or any other County agency or instrumentality, the Employer will permit a minimum of one (1) Investigator to be detailed to participate in funeral services for the deceased officer, to be selected by the Association.

ARTICLE 23
DISCIPLINE

Section 1. Employees may be discharged, suspended or otherwise disciplined for just cause.

Section 2. An employee given the opportunity to appear at a hearing on disciplinary charges shall be given written notice of the hearing, the specific charges to be heard, and the anticipated extent of possible disciplinary action at least five (5) working days prior the hearing.

Section 3. The Association shall be provided with the same notice at the same time as the employee.

Section 4. If an employee is interviewed or interrogated in a disciplinary matter in which the employee reasonably believes will result in discipline against him or her, that employee shall be entitled to have the assistance of an Association representative, if requested. An employee shall have the right of representation at any disciplinary hearing.

Section 5. An employee's prior disciplinary record, other than major offenses, shall not be considered in imposing disciplinary penalties for subsequent offenses if the employee's record has been free of disciplinary offenses for at least one calendar year prior to the subsequent infraction. For purposes of this Section, a major offense is defined as a non-attendance related offense, which results in a penalty of suspension, demotion or removal.

Section 6. All disciplinary actions shall comply with federal and state law, applicable guidelines promulgated by the New Jersey Attorney General and any applicable court rulings.

Section 7. Any minor discipline, defined as a suspension of five (5) days or less, but not a notice of counseling or a verbal or written reprimand, may be appealed using the contractual grievance procedure, including a request for binding arbitration. Any major discipline may be appealed pursuant to the procedures established by the New Jersey Civil Service Commission.

ARTICLE 24
NO WAIVER

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

ARTICLE 25
COMPLETE AGREEMENT

Section 1. The Employer and the Association agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Employer or the Association during the term of this Agreement unless agreed to in writing between the Employer and the Association subsequent to the date of execution of the Agreement.

Section 2. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Association, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

Section 4. This Agreement is separate and distinct from and independent of all other agreements in which the Association, Sheriff and/or County are a signatory, irrespective of any similarity between this Agreement and any such other agreements. No

act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties hereto.

Section 5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 26
TERM AND EXTENT OF AGREEMENT

This Agreement shall be effective January 1, 2023 and shall continue in full force until December 31, 2026, or until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of ____ 2024.

MONMOUTH COUNTY SHERIFF

FOP LODGE NO. 30
INVESTIGATIONS UNIT

Hon. Shaun Golden,
Sheriff

MONMOUTH COUNTY
BOARD OF COUNTY COMMISSIONERS

Hon. Thomas A. Arnone,
Freeholder Director

Teri O'Connor,
County Administrator

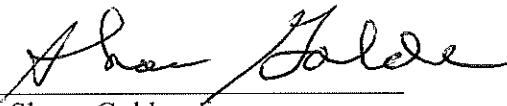
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TERM AND EXTENT OF AGREEMENT

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ____ day of ____ 2024.

MONMOUTH COUNTY SHERIFF

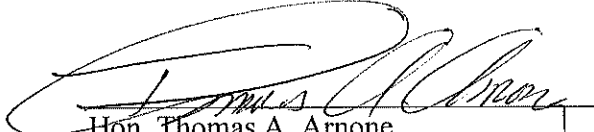
FOP LODGE NO. 30
INVESTIGATIONS UNIT



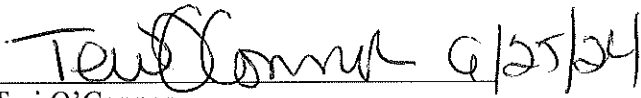
Hon. Shaun Golden,
Sheriff



MONMOUTH COUNTY
BOARD OF COUNTY COMMISSIONERS



Hon. Thomas A. Arnone,
County Commissioner Director



Teri O'Connor,
County Administrator

Monmouth County Board of County Commissioners

Meeting Venue:

Date: Jun 13, 2024 - 1:30 PM

Location: Hall of Records
 Commissioner's Meeting Room
 One East Main Street
 Freehold, NJ 07728

Agenda: Resolution to adopt negotiated agreement between the Monmouth County Board of County Commissioners, the Monmouth County Sheriff and FOP Lodge 30 (Sworn County Investigators Unit)

Official Document #	Res# 2024-0461						
Meeting Date	06/13/2024						
Introduced Date	06/13/2024						
Adopted Date	06/13/2024						
Agenda Item	8						
COUNTY COMMISSIONER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Licitra	<		<		<		
DiRocco	<				<		
Kiley	<				<		
Anderson	<			<	<		
Arnone	<				<		

CERTIFICATION
 I HEREBY CERTIFY THE ABOVE TO BE A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MONMOUTH AT A MEETING HELD

June 13, 2024

Janice Brown
 CLERK OF THE BOARD

Agenda Item# 8

Administrator

RESOLUTION TO ADOPT NEGOTIATED AGREEMENT BETWEEN THE MONMOUTH COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONMOUTH COUNTY SHERIFF AND FOP LODGE 30 (SWORN COUNTY INVESTIGATORS UNIT)

WHEREAS, the Monmouth County Board of County Commissioners, the Monmouth County Sheriff and FOP Lodge 30 ("Association") have engaged in negotiations with regard to a successor collective negotiations agreement for those Sworn County Investigators working for the Monmouth County Sheriff at the Monmouth County Correctional Institution and represented by the Association for the period of January 1, 2023 through December 31, 2026; and

WHEREAS, negotiations between the parties have successfully concluded and a written document (the "Agreement") has been developed that records the agreements of the parties; and

WHEREAS, the Monmouth County Board of County Commissioners has been advised that the membership of the Association has ratified the Agreement, it has been approved by the Monmouth County Sheriff, and that it is fair and agreeable to them and it is fair and agreeable to the Monmouth County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby accepts and adopts the Agreement reached with the membership of the Association for the period of January 1, 2023 through December 31, 2026, and in accordance with the terms therein set forth in the Agreement, a copy of each which shall be filed with the Clerk of the Monmouth County Board of County Commissioners.

Introduced on: June 13, 2024
Adopted on: June 13, 2024
Official Resolution#: 2024-0461

Agenda Item# 8

BE IT FURTHER RESOLVED that the Director and Clerk of the Board of County Commissioners be and are hereby authorized to execute said Agreement on behalf of the County of Monmouth.

BE IT FURTHER RESOLVED that the Clerk shall forward a certified true copy of this resolution to the appropriate representatives of FOP Lodge 30; Shaun Golden, Monmouth County Sheriff; Michael D. Fitzgerald, Esq., Monmouth County Counsel; Joseph F. Kelly, Director of Finance; and Glenn D. Talavera, Director of Human Resources.

Introduced on: June 13, 2024
Adopted on: June 13, 2024
Official Resolution#: 2024-0461

Appendix A

SETTLEMENT AGREEMENT

Between

**MONMOUTH COUNTY SHERIFF'S OFFICE
COUNTY OF MONMOUTH**

-and-

**FOP LODGE 30
(INVESTIGATORS UNIT)**

This Settlement Agreement ("Agreement") is entered into this 16th day of June, 2021, and is by and between the Monmouth County Sheriff's Office and the County of Monmouth (collectively, the "County") and FOP Lodge 30 (Investigators Unit) (the "FOP").

RECITALS

WHEREAS, the FOP represents Sworn County Investigators ("Investigators") working for the County at the Monmouth County Correctional Institution ("MCCI"); and,

WHEREAS, pursuant to a November 18, 2018 Memorandum of Agreement between the parties, a new provision was added to Article 10 of the Collective Negotiations Agreement ("CNA"), entitled "Hours of Work;" and,

WHEREAS, this new provision, to be codified at Article 10, Section 4 of the CNA, contains specific language that is unique to sworn law enforcement personnel working at the MCCI, and provides that employees who report to work on a normally scheduled workday when the County does not open for "ordinary business" due to an emergency situation are entitled to additional compensation at straight time for each hour worked during their regular shift; and,

WHEREAS, a dispute has arisen regarding the interpretation of the aforementioned contractual provision; and,

WHEREAS, the FOP has alleged that under this unique language, the County was not open for “ordinary business” from March 9th through June 15th, 2020 as a result of the Public Health Emergency arising from the COVID-19 virus; and,

WHEREAS, the FOP has further alleged that its members were required to report to work during this period as usual in an enclosed prison environment where social distancing and other COVID-19 mitigation measures available to other County employees were not feasible due to the unique nature of the work to be performed; and,

WHEREAS, while respecting that Investigators faced unique challenges during the height of the pandemic, the County disagrees with the FOP’s interpretation of Article 10, Section 4 of the CNA or that any compensation is owed thereunder; and,

WHEREAS, PBA 240, which represents non-superior County Correctional Police Officers, has nearly identical language in its own Collective Negotiations Agreement, and after the County similarly denied additional pay to members of that union for work performed during the Public Health Emergency, PBA 240 filed a grievance which ultimately proceeded to grievance arbitration pursuant to the rules of the Public Employment Relations Commission under docket number AR-2021-052; and,

WHEREAS, in order to avoid duplicative, wasteful and costly litigation over the nearly identical provisions in each collective negotiations agreement, the County and FOP agreed to stay the filing of a grievance in order to await the outcome of the legal proceedings in AR-2021-052; and,

WHEREAS, that matter has now been fully and finally resolved via a settlement agreement that has been approved by PBA 240, the Sheriff, and the Board of County Commissioners; and,

WHEREAS, the parties mutually agree that the resolution of AR-2021-052 fairly addresses the matter, and the parties wish to implement a similar resolution to the pending dispute between the County and FOP; and,

WHEREAS, this settlement also will clarify the intent and purpose of the disputed contractual language so that the respective rights and obligations of the parties are fully expressed; and,

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

1. The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.
2. The parties agree that to resolve the financial dispute arising from the grievance, Investigators shall receive \$100 for every eight (8) hour regular shift worked between March 9th and June 15th, 2020 (thus excluding any shifts already being worked at a premium, such as for overtime). Attached hereto as Exhibit A is a mutually agreed-upon list of employees and the shifts worked during this period, which shall be conclusive for all purposes under this Agreement.
3. The FOP irrevocably waives any further claim that any Investigators are entitled to any further compensation under Article 10, Section 4 of the CNA, for any event occurring prior to the date of this Agreement, and will not bring any such claim in any forum.

4. To avoid any future grievances or disputes relating to Article 10, Section 4 of the CNA, and in consideration for the relief set forth herein, the parties agree that going forward, this provision is intended to apply only to those specific circumstances when the County itself (without reference to any of its agencies or instrumentalities) is entirely closed due to an emergency situation, except for those personnel who work in 24-7 operations or are directly responding to the emergency (e.g. sworn law enforcement, 9-1-1 personnel, and public works personnel during a weather emergency such as a heavy snowfall). Moreover, Article 10, Section 4 of the CNA shall not apply to a Public Health Emergency, such as the current pandemic, or other similar emergency where the County is partially open for business, even on a remote basis, and Investigators shall not be entitled to any additional compensation for reporting to work in such instance.

5. The section of Article 10, Section 4 of the CNA providing that Investigators scheduled to work on a day when the County is closed due to an emergency situation, but fail to report to work for any reason, or are on a pre-approved leave day, are to be charged for the day, shall remain in full force and effect as currently applied by the parties.

6. This Agreement and the terms contained herein shall be incorporated into any successor Collective Negotiations Agreement between the parties until such time as there is a mutual decision to modify it or it is modified by an interest arbitrator.

7. It is understood that this Agreement is subject to approval by the Monmouth County Board of County Commissioners. This Agreement shall be placed on the next feasible County Commissioner meeting agenda and the Sheriff and County Administrator shall strongly recommend its approval. However, in the event the

Commissioners do not approve the Agreement, it shall be null and void and the parties shall retain their rights to address the matter as they see fit. In such instance this Agreement or the negotiations leading to this Agreement shall not be placed into evidence for any purpose.

8. To be eligible for any payments under this Agreement, employees must either (1) be on the payroll as of the date this Agreement is executed by the FOP or (2) have retired from their County employment in good standing. Any employee who resigned his or her employment for any reason prior to the date this Agreement is executed by the FOP is excluded from receiving any payments.

9. Upon approval by the County Commissioners, the County shall make payment as soon as feasible, but in no event later than the first scheduled paycheck in August 2021.

10. The parties agree that this settlement shall be non-precedential, is limited to specific, unique facts and circumstances, and is not intended to create a past practice nor shall it be binding with respect to any other County employee or negotiations unit.

11. While it is understood that this Agreement will be publicly approved by the Commissioners, the FOP agrees not to publicly discuss this matter further or discuss this matter with any other County negotiations unit, except to state that the dispute has been amicably resolved.

12. This Agreement may be signed electronically and in counterparts.

For FOP Lodge 30 (Investigators Unit)

For the Monmouth County Sheriff
and the County of Monmouth:



Dated: 6/16/2021
Daniel Hansen

Dated: 6/18/21, 2021

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

Richard Larrison

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

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

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

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. A current list of drugs for which "step therapy" will apply will be provided to the Association.
3. The County may implement a "dispense as written" policy in which members are subject to the use of generic prescription drugs according to State guidelines, and if a member insists on a brand drug when a generic drug is available, the member will be required to pay both the "brand" co-pay as well as the entire difference in actual cost between the brand drug and the generic drug. This provision shall not be applicable if the prescribing physician writes "DAW" or "dispensed as written" or checks the "do not substitute" box on the prescription.
4. The County may implement a "prior authorization and quantity duration" policy in which it may ensure via a series of clinical safety edits that FDA and other clinical guidelines are being followed in treatment in order to ensure best safety outcomes. For

drugs that are not needed every day such as sleep aids, or migraine treatments, supply per prescription will be reduced in accordance with the policy, for example, a particular prescription may be reduced from 30 doses to 8 at retail and from 90 doses to 24 at mail, unless the prescribing physician establishes that a larger quantity is needed due to medical necessity. A current list of drugs for which "prior authorization and quantity duration" will apply will be provided to the Association.

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

For the Association:

Selma Y. Morris
Dated: 9-10-14

For the County of Monmouth:

AK Steven Klemmer Special Constable
Dated: 9/10/14

For the Monmouth County Sheriff

[Signature]
Dated: Warden